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Select Pleas in the Court of Admiralty

VOLUME II.

A.D. 1547-1602

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SELECT PLEAS IN THE COURT OF ADMIRALTY

VOLUME II.

THE HIGH COURT OF ADMIRALTY

(A.D. 1547-1602)

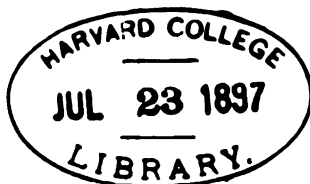
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I. History of the Court, 1547-1602.

At the accession of Edward VI., in 1547, Lord Seymour of Sudeley was appointed Lord High Admiral.¹ Upon his impeachment in 1549 two of the charges brought against him were, that he connived at piracy, and that he seized wrecked goods and refused to restore them to their owners.² Shortly after his execution, the Earl of Warwick was, on the 19th October, 1549, appointed Lord High Admiral for the second time.³ On the 14th of May, 1550, Lord Clinton, afterwards Earl of Lincoln, was appointed; but on the accession of Queen Mary he ceased to be Admiral; and on the 8th of May, 1554, Lord William Howard, afterwards Lord Howard of Effingham, was appointed.⁴ On the 10th February, 1558, Clinton was re-appointed,⁵ and he remained Admiral for nearly thirty years. Upon his death Charles, Lord Howard of Effingham,⁶ afterwards Earl of Nottingham, on the 15th January, 1585, succeeded to the office, which he held until his retirement in 1618.

Dr. Leyson, who is Judge of the Admiralty at the commencement of this volume, was succeeded by Dr. Cooke in 1554. Cooke was

¹ Pat. 1 Ed. vi. pt. 6, m. 9; Fœd. vi. pt. 3, 148.

² Acts of Privy Council 1547-1550, pp. 254, 255.

³ See his patent, Fœd. vi. pt. 3, 175.

⁴ Pat. 1 Mar. pt. 5, m. 35; Fœd. vi. pt. 4, 22 gives wrong date.

⁵ Pat. 4 & 5 Ph. & M. pt. 1, m. 2.

⁶ Pat. 27 Eliz. pt. 10, m. 21.

The Lord
High Ad-
miral.

The judges.

succeeded by Dr. David Lewes, whose name first appears in the records in 1558.¹ Lewes was judge for upwards of twenty-five years, and died in 1584.² The next judge was Dr. Julius Cæsar,³ who remained judge throughout the reign of Elizabeth. Cæsar, who was of Italian descent, was a man of some eminence and attainments. He was knighted in 1603, became Chancellor of the Exchequer in 1607, Master of the Rolls in 1614, and died 1636. A large collection of his papers is preserved in the British Museum, but of the 187 volumes which he left, only about one-third are there. The care with which they have been arranged, and indexed in his own hand, shows that he was a man of great industry and methodical habits, whilst the importance and variety of their contents indicate that for nearly half a century his advice was sought and relied upon by the Government in matters of foreign policy.

Upon the death of the Earl of Lincoln, a question arose as to the competence of the Admiralty Court to sit and decide cases during the vacancy of the office of Lord High Admiral. The Queen was advised that the Judge was appointed 'not by any authoritie that the Lord Admirall had soe to doe in his owne person, but by the right derived from the King's letters patent, soe that he is Judge of the Admiralltie, be there an Admirall or no Admirall, so long as there is a Courte of Admiralltie, which muste not die; and he is Judge by the Crown, though not imediatehe.'⁴ A special commission was, however, issued by the Queen, empowering Drs. Dale and Cæsar to act as judges until the appointment of Lord Howard of Effingham as Admiral.⁵

Business of
the Court
Prohibi-
tions.

In or about 1570, complaints began to be made as to the 'encroachment' of the common law courts upon Admiralty jurisdiction. In consequence of these complaints, the Queen writes⁶ to the Mayor and Sheriffs of London that she hears that they take upon themselves 'to here and determyn all manner of causes and sutes risinge of contracts and other thinges happeninge aswell uppon as beyonde the seas, the knowledge whereof dothe proprelye and speciallye appertain unto our Courte of Admiralltie, feigning the same, contrarye to the trowthe, to have byn done within some parishe or warde of that our cittie of London.' Thinking this 'very strange,' she commands them to desist from such practices. The Queen's remonstrance appears to have little effect upon the

¹ For his patents see Ad. Ct. Miscell. bundles 180 and 226; Add. MSS. Br. Mus. 80222.

² He is buried in Abergavenny Church.

³ For his patents see Cotton MSS. Br. Mus. Otho E. ix. fo. 482; Ad. Ct. Miscell. 180.

⁴ S. P. Dom. Eliz. vol. 180, fo. 14.

⁵ Pat. 27 Eliz. pt. 10, m. 23; S. P. Dom. Eliz. vol. 287, fo. 66.

⁶ S. P. Dom. Eliz. vol. iii. fo. 29. Similar letters were sent in 1598: Ad. Ct. Miscell. 243. The letter is printed in Marsden's Admiralty Cases, p. 230.

practice of the City of London Court, and in or about 1575, Dr. Lewes addressed a plaintive letter¹ to the Queen, in which he sets forth his poverty and distress by reason of the falling off in the business in his Court, and consequent loss of fees. This he attributes to prohibitions, and also to a certain privilege² which merchants trading to Spain and Portugal had obtained from the Queen, enabling them 'to hear and determine all suits and quarrels happening among the said merchants, or any of them, and any other being out of their company.' Pirates' goods under the value of £20, which he formerly took as a perquisite of his office, he no longer enjoys by reason of the Admiral having passed his interest in them to the Queen.

The result of this appeal was that a special commission was granted to Dr. Lewes, empowering him to hear without appeal causes relating to freights and other maritime matters. The abolition of appeal was probably added in consequence of complaints, traces of which appear elsewhere, of delay in terminating suits. Thus, in 1566, Lewes writes to Sir W. Cecil urging him to further a bill, then before the House of Commons, providing for the abolition of such appeals, and referring to complaints of strangers touching 'longe sute in cyvill and marittime causes by reason of dyverse appeles.'³ The commission 'empowered the judge—'nomine et mandato nostris'—to hear cases of charter party, bills of lading, bills of exchange, insurance, freight, bottomry, 'summarie et de plano et sine strepitu et figura judicii sola facti veritate inspecta, omnique appellatione remota.' The judge was empowered also to hear all suits touching necessities for ships, ships themselves, and contracts whereby ships 'tacite vel expresse hypotheca fuerint nexæ et obligatæ;' and the common law judges, the mayor and sheriffs of London, and all other justices, mayors, sheriffs, bailiffs, seneschals, and other officers, as well within liberties as without, were forbidden to take upon themselves the cognisance of such causes.

Special commission to Dr. Lewes,

The validity of this commission, which was probably a counterblast to the activity of the common law courts in granting prohibitions, does not seem to have been very firmly believed in by its authors. A few cases are to be found amongst the records, which were heard by Lewes sitting as judge under this commission—'ad certas causas civiles et maritimas audiendas et terminandas commissario et iudice

¹ S. P. Dom. Eliz. vol. 106, No. 60.

² See Libels File 54, No. 153; *infra*, p. lxxii.

³ S. P. Dom. Eliz. vol. 41, No. 11. See 8 Eliz. c. 5.

⁴ S. P. Dom. Eliz. vol. 111, No. 29; cf. Commission to Drs. Dale and Cæsar, S. P. Dom. Eliz. vol. 237, fo. 66. Another Commission to Cæsar is referred to *ibid.* vol. 227, No. 49; Ad. Ct. Miscell. 29.

per dictam dominam nostram reginam specialiter deputato ;¹ but the great majority of Admiralty cases he continued to hear as judge of the Admiralty.

The agree-
ment of 1575
between the
common law
judges and
the Admiral.

About the date of this commission, in the year 1575, an agreement is said to have been come to between the common law and Admiralty judges, as to the limits of their respective jurisdictions, and as to the issuing of prohibitions. If any such agreement was made, it does not appear to have been signed by the judges. Coke denies² its existence ; but it is stated that 'an honourable personage that was a little after judge of the Admiralty' (Dr. Dunn) affirmed the agreement. Several copies of this alleged agreement³ are extant. It is headed 'The request of the judge of the Admiralty to the Lord Chief Justice of Her Majesty's Bench and his colleagues.' The requests are five in number, and are set out with the answers—'It is agreed by the Lord Chief Justice, &c.'—in opposite columns. The points agreed are : (1) That, after sentence of the Delegates, no prohibition shall be granted, or unless it is applied for within the term following sentence of the Admiralty ; (2) That the judge of the Admiralty shall be permitted to appear and show cause against prohibitions (this in answer to the request that prohibitions be not granted upon bare suggestions, without proof) ; (3) That the judge of the Admiralty, according to such ancient order as hath been taken 2^o Edwardi primi⁴ by the king and his council, and according to letters patent of the Admiral for the time being, and allowed of by other kings of this land ever since, and by custom time out of memory of man, may have and enjoy the cognition of all contracts and other things rising, as well beyond, as upon the sea, without let or prohibition ; (4) That the Admiralty shall have jurisdiction of breach of charter parties for over sea voyages, according to 32 Hen. VIII., c. 14, though the same be made within the realm ; (5) That, if any man be brought up on writ of corpus cum causa, the body shall be returned to the Admiralty upon certificate of the nature of the cause or of contempt. In 1632 the judges were summoned to the Privy Council to advise upon the same matter of Admiralty jurisdiction, and the result of their deliberations, with their signatures attached, is extant.⁵ It agrees in substance with the alleged agreement of 1575.

¹ See *infra*, p. 156.

² See 4 Inst. f. 135.

³ Dated May 12, 1575. The Act Book for 1574, in which it is said to have been entered, is missing. S. P. Dom. Eliz. vol. 103, No. 46 ; Lansd. 142, fo. 449 ; Miscell. 29 and 243, contain early copies. It is

printed in Prynne's Animadversions, p. 98.

⁴ As to not suing in local courts ; see Black Book, i. 68 (Rolls Ser. ed.). No contemporary record exists.

⁵ S. P. Dom. Chas. I., vol. 232, No. 59 ; see also *ib.* vol. 228, fo. 15 ; vol. 231, Nos. 48 to 50.

In 1584¹ Walsingham writes to the Lord Chief Justice directing him not to grant a prohibition in a case then depending before him between one Percie, 'a Portugall,' and to have a special care that in all other like matters concerning the Admiralty—'the same being tryable by mere civill law, be not admitted to tryall before you at the common law, which of these marine and foreign causes is thought not so properly and aptly to take knowledge.' Again, in 1591,² the Admiral writes to his loving friends Drs. Aubrey, Ford, and Lloide, that the officers of the Queen's Bench daily intrude into his office of the Admiralty with prohibitions issued upon feigned and false suggestions—'grauntynge the same upon certaine statutes which I take are sufficiently avoyded by the words of my letters patent;' and he directs them to confer with the judge of the Admiralty as to how this may be stopped, whether by amendment of his patent, or by injunction, or otherwise. Some account of the prohibitions is given below, p. xli.

Further
complaints
as to pro-
hibitions.

In 1585 proceedings were taken in the Star Chamber against Dr. Lewes, and against the registrar and marshal of the Admiralty for arresting Smith and Bodleighe for contempt in suing Dale in the city of London Court for breach of a charter party. The defendants, in their answer, demur to the jurisdiction of the Star Chamber, and allege that the plaintiff's remedy, if any, is by prohibition or writ of error; and, further, that under 32 Hen. VIII. c. 14, and also by virtue of his patent of 11th Feb., 1576, the Judge of the Admiralty has jurisdiction in such cases.³

Proceedings
against Dr.
Lewes in
the Star
Chamber.

The law and practice of the Court is illustrated by the following documents amongst State Papers, Domestic, and elsewhere:—

Law and
Practice:

A letter from Somerset to Seymour, dated 16th August, 1548,⁴ refers to the petition of one Hulle, who complains that he cannot get his freight, and that he is being sued in the Admiralty Court upon a charge of over insurance and wilfully casting away his ship. He complains also of the partiality of Hussey, the judge.

Insurance.

A question touching the insurance, by Florentines, of Spanish enemies' goods arose in connection with a claim made in 1591,⁵ by one Corsini, on behalf of the Italian insurers, against Hall, Howell, and others captors of the 'Santo Rocco.'

¹ Ad. Ct. Miscell. 243; *ib.* Miscell. Books, 979, No. 185; Lansd. MSS. 142, fo. 451; printed in Marsden's Admiralty Cases, p. 231.

² Br. Mus. Add. MSS. 15208, fo. 239.

³ Ad. Court Miscell. 29; a dilapidated

copy or draft of the joint and several answers of the defendants.

⁴ S. P. Dom. Ed. VI., vol. 4, Nos. 45, 47; *ib.* vol. 5, No. 1.

⁵ S. P. Dom. Eliz. vol. 240, No. 104 (iii.); *ib.* vol. 241, Nos. 56, 57.

In 1576,¹ one Henriques Roderiguez petitions the queen that he may have a monopoly of 'brokerage of insurances,' setting forth the advantages that would follow from having a register of the names of assurers, so that merchants might know 'where to fynd the assurer and assurance;' and that 'the fault of dubble answeringe of adventurers which happeneth by incertentie of the brokers of assurance shalbe taken awaye.' Incidentally, Her Majesty was to benefit by receiving half the penalties (200*l.*) payable by those brokers who should exercise their trade without the knowledge and permission of the said Roderiguez. The trial of insurance cases gave much trouble to the Council; see *infra*, pp. lxxvi, lxxx. Some sentences and early examples of policies will be found amongst the records set out below.²

Bottomry.

The first mention of bottomry, *eo nomine*, is in 1593,³ after which date it frequently occurs, chiefly in connection with Dutch and North German ships.

Empringham's Case.

Empringham, of Empringham's Case, 12 Rep. 84, appears in the records; see p. lxix, *infra*.

Negroes.
Astrolabe
and quarter-
staff.

A cargo of negroes is mentioned in 1600;⁴ an astrolabe and quarter-staff in 1598.⁵

Court Mar-
tial.

In 1587⁶ there is a full account of the proceedings of a Court Marshal held by Sir Francis Drake, to try mutineers of the 'Golden Lion,' on board the 'Elizabeth Bonaventure.' The cause of the mutiny was that the men had been put upon short allowance.

Trial of
pirates.

Piracy and prize fill a large space in the records. The files of 'Exemplifications' (*infra*, p. lxxv) contain much information on these subjects. During the years 1576-1578 special Commissioners were appointed in the seaboard counties, who held inquisitions, by juries, touching pirate goods in the hands of persons ashore, and touching persons ashore who had aided and consorted with pirates. A volume containing an abstract of the proceedings of these commissioners is extant.⁷

In 1582,⁸ in consequence of the immunity of pirates, the Queen suspended the Admiralty jurisdiction of all towns for the space of three years. In 1589,⁹ Dr. Cæsar writes to Walsingham as to the necessity of holding Admiralty Circuits for the trial of pirates; and in 1591 he himself went a prolonged circuit through the western sea-

¹ S. P. Dom. Eliz. vol. 110, No. 42.

² *Infra*, pp. 45-56, 120, 143.

³ *Infra*, p. 176.

⁴ File 68, No. 115.

⁵ File 66, No. 113.

⁶ Add. MSS. Br. Mus. 12505, fo. 241.

⁷ S. P. Dom. Eliz. vol. 135. Cf. vol. 134,

p. 432. See further Administration of the Royal Navy, by Mr. M. Oppenheim, pp. 177-181.

⁸ S. P. Dom. Eliz. vol. 156, No. 19. Cf. Seld. Soc. vol. 10, p. 46.

⁹ *Ib.* Eliz. vol. 220, No. 37.

ports for the purpose of holding Admiralty Sessions for the trial of civil and criminal cases.¹ The Articles for the direction of the juries at these sessions were printed and are extant.²

The ordinary jurisdiction of the Admiralty in cases of spoil committed by English ships upon Spanish, French, Scotch, and other foreign vessels does not seem to have given satisfaction to the foreigners. Special commissions to the Admiral, to his judge, and to other persons are very frequent.³ In 1584, Cæsar writes to Walsingham, asking him to get the jurisdiction of the Admiralty amplified by Act of Parliament, in such a manner as to enable the judges to deal with and punish buyers of goods spoiled from ships at sea.⁴

Prize jurisdiction and practice is being gradually settled upon a more legitimate footing. Immediately following Howard's patent as Admiral,⁵ upon the Patent Roll, is a short patent (in English) authorising him to issue letters of reprisal against Spain. In the same year (1585) an order in Council issues, containing Articles for the government and regulation of those to whom letters of reprisal are issued. These provide for security to be given against the spoiling of friends' ships; and in 1589 an additional Article provides that all prizes are to be brought in without breaking of bulk, so that they may be adjudicated upon by the Admiralty.⁶ After this date prize sentences, usually on paper, not parchment, are very frequent in the records. In 1591, the Council issued an order to confiscate contraband goods in ships trading with Spain, enumerating the articles to be deemed contraband. Amongst them was canvas; and a question arose shortly afterwards whether certain linen cloths, seized in an Easterling ship, were good prize. The matter was referred to Sir Richard Hawkins and others, as experts.⁷

Prize jurisdiction.

In prize cases the Admiralty Court was resorted to by captors sailing under commissions granted by allies of England,⁸ as well as by captors sailing under English commissions. The King of France, in his struggle with the Leaguers, and the States General in their struggle with the King of Spain, derived much assistance from the English Admiralty Court. These cases frequently resolved themselves into suits between the respective Ambassadors of the powers to which the captor and prize belonged.

Condemnation of prizes captured by allies.

¹ Add. MSS. Br. Mus. 12505, fo. 319.

² *Infra*. p. xxxii. note 3.

³ Cf. (Spanish) S. P. Dom. Eliz. vol. 35, No. 17; Fæd. vol. vi. pt. 4, 122; (French) Lansd. 113, fo. 82; S. P. Dom. Eliz. vol. 58, No. 20; vol. 270, No. 3; vol. 279, No. 53; (other cases) S. P. Dom. Eliz. vol. 227, No. 49.

⁴ S. P. Dom. Eliz. vol. 173, No. 90.

⁵ Pat. 27 Eliz. pt. 10, m. 23.

⁶ S. P. Dom. Eliz. vol. 180, No. 15; vol. 225, Nos. 36, 37; vol. 49, No. 79; Add. MSS. Br. Mus. 12505, fo. 369.

⁷ See Act Book, No. 149, December 22, 1591.

Cf. De la Fin c. Morrys, *infra*, p. 170.

The edict of the French king as to enemies' goods in friends' ships¹ being lawful prize gave an impetus to the privateering habits of the age, and a similar rule was adopted by the Admiralty of England.² The hardship to the neutral is mitigated by the practice of awarding him freight.³ Ships carrying provisions and contraband of war, including such things as canvas and ship timber, to the enemies of England or to her allies were condemned.⁴

In 1560 the queen grants one-third of all prizes to the Admiral.⁵ Elsewhere Admiral's 'tenths' are mentioned. A recognisance entered into by the shipowner for the payment of these tenths is amongst the records.⁶

Letters of
reprisal.

Before letters of reprisal were issued, the Council required the injured party to prove his loss in the Admiralty court or before commissioners. One of the earliest instances of such proceedings in the Admiralty is that in which Sir John Hawkins proves the loss of his ships at Vera Cruz at the hands of the Spaniards on the 20th May, 1568.⁷ There are many instances of sentences in the Admiralty, some of them for large sums adjudged as damages sustained at the hands of the king of Spain. Ex parte Lee, and others, *infra*, p. 164, is an example of such a sentence. Upon proof of the damage sustained the judge or commissioners advised the issue of letters of marque.⁸

Spoil in
the Queen's
streams.

In 1559⁹ Dr. Lewes writes to Cecil remonstrating as to the pardon of a Frenchman condemned for spoiling a Spanish Fleming in English waters; there being war between France and Spain, with both of which countries England was in amity.

Claims of the
Admiral to
the seashore,
and rights
connected
with it.

The very large terms of the Admiral's patent instigated him to make claims to wreck, royal fish, findalls, as well as to rights connected with the seashore, and even to the seashore itself, which were wholly unfounded in law, and which, no doubt, helped to bring the court or the office of Admiral into discredit. We find him and his grantees engaged in frequent litigation with private persons, claiming sometimes the right to a monopoly of supplying ballast,¹⁰ or of appointing measurers of coals and grain,¹¹ sometimes the right to cut and gather sea ore or kelp,¹² sometimes wreck and royal fish on the lands of prior grantees

¹ *Infra*, p. 119.

² File 67, No. 177; *infra*, pp. 73, 75.

³ File 63, Nos. 93, 102, *infra*, pp. 73, 75.

⁴ *Infra*, pp. 19, lxxviii.

⁵ S. P. Dom. Eliz. vol. 12, No. 35.

⁶ *Infra*, p. 42.

The libel is to be found S. P. Dom. Eliz. vol. 53. The copy filed in the Admiralty Court is much mutilated; File

40, *ad init.*

⁷ Cf. S. P. Dom. Eliz. vol. 49, No. 26.

⁸ S. P. Dom. Eliz. vol. 4, No. 51. Cf. Add. MSS. 12496, fo. 403, a similar case A.D. 1528.

⁹ *Infra*, p. 173.

¹⁰ File 60, No. 119.

¹² Ad. Ct. Miscell. 250 at Newport, I.W. Cf. Fleming c. Yates, Bulst. pt. 8, 205.

from the crown,¹ and sometimes the right to profits from tide mills and fish weirs erected without a licence from him.² A grant of wreck royal fish and flotsam and jetsam in the hundred of Milton by the Admiral is extant.³ In the seventeenth century a claim by the Admiral to wreck and findalls within the liberties of the Cinque Ports was the cause of a long dispute with the ports and their warden.⁴ And in 1632 a report is made to the Admiral touching encroachments upon his rights by lords of manors and others.⁵ In 1602⁶ the deputy of the vice-admiral of Lincoln seized a whale stranded on the manor of Crofte, in Lincolnshire. Browne, as owner of the manor, claimed the whale as wreck. He was articted in the Admiralty court for resisting the vice-admiral's deputy. In his defence he claims title, citing a record of 9 Ed. I. where judgment was given in favour of his predecessors in title against the Crown, claiming a 'grampoyse' or royal fish stranded upon the same manor. He afterwards applied for and obtained a prohibition to the Admiralty. The prohibition was founded upon the statutes of Ric. II., and states that the whale was taken up—'par la mere dans dit la manner et infra corpus comitatus predicti et super arenas super metam vocatam the lowest ebb maris ibidem discitut' [?] et extra jurisdictionem Admiralli.'⁷

II. Admiralty jurisdiction of the seaports. Wreck, droits, and salvage.

The claims of some of the seaport towns to be exempt from Admiralty jurisdiction were jealously watched both by the Admirals and by the officers and practitioners of the High Court. In 1569⁸ Lord Clinton writes to his judge and registrar enclosing a letter—'whereby you shall perceive that the mayor and his brethren of Newcastle doth now begin to take upon them to have Admiral jurisdiction within their town and liberties, wherein they never dealt before'—and he directs that process shall issue against them accordingly. A similar claim had been made by Tynemouth in 1507. In that year Dr. Christopher York, commissary of the Admiral, filed his bill in the chancery of the Duchy of Lancaster⁹ praying that the prior of Tyne-

Admiralty
jurisdiction
of the sea-
ports.

¹ See Index, tit. Wreck.

² File 60, No. 283; *infra*, p. lxxiii.

³ Ad. Ct. Miscell. 224.

⁴ *Infra*, p. xxii.

⁵ Ad. Ct. Miscell. 53.

⁶ File 69, Nos. 169, 189.

⁷ Cf. Petyt MSS., Inner Temple, 518, fo. 94, b, cited in Mr. Stuart Moore's History

of the Foreshore, p. 236. The MSS. cited, Corn. Roll, Tr. 43 Eliz. rot. 639, is a wrong reference. Corn. Roll. Tr. 44 Eliz. rot. 639, is not producible, being damaged.

⁸ File 41, No. 8.

⁹ Duchy of Lancaster pleadings, vol. ii. Y. 2. See North Riding Records, by Mr. R. B. Turton, vol. i. 248.

mouth might be fined for not appearing at the Admiralty court held at Tynemouth. The defence of the prior was that, by charter of Edward III., it was granted to the burgesses 'that none off the kynges offycers Admerall his debyte or none other mynysters off the kynges shold within the sayde townes ther intromytt nor meddle.' Scarborough, another town then in question, made a similar claim, but produced no charter.¹ In 1595² Lord Howard writes to Dr. Cæsar that King's Lynn is claiming to exercise Admiralty jurisdiction—'by what grant, I know not'—and he directs that the mayor and bailiffs shall be summoned to attend 'with their charters and writings by which they clayme that jurisdiction from me.' Many other towns claimed a similar exemption from the jurisdiction of the Admiral, some by express grant, others under general words in their charters confirming their ancient liberties and privileges. Rochester, we have seen,³ claimed to be exempt by express grant from Edward IV. Colchester, it is said,⁴ was always exempt; but by the charter of Charles I. the Admiral and his deputy were entitled to enter 'to take care of his debts and other concerns of the Admiral.' Harwich claimed to be exempt.⁵ Southampton received a grant of Admiralty jurisdiction in 1451.⁶ Bristol, we are told, was expressly exempted so early as 1403;⁷ and charters of Henry VI. and Edward IV. confirm the exemption. A singular document is in existence purporting to be an agreement between Lord Howard of Effingham and the mayor and burgesses of Bristol, whereby Howard agrees that in accordance with the charter of Edward IV. Bristol shall enjoy her exclusive Admiralty jurisdiction, but special provision is made for the trial of criminal causes, and forfeitures, it is agreed, are to belong to the Admiral.⁸ Bristol was probably the first town that was expressly exempted from the Admiral's jurisdiction. Dartmouth was never expressly exempted; but nevertheless strenuously resisted the Admiral's authority.⁹ The western towns seem to have been the first to rebel against the Admiral's jurisdiction, and the legislation of Richard II., declaring the limits of the jurisdiction, was consequent upon petitions from the west country. The exclusion of the Admiral and the preservation of the franchises

¹ In 1390, the King's and not the Admiralty coroner held inquests there; see *Seld. Soc.* vol. 9, pp. 126, 127.

² Add. MSS. 12505, fo. 374.

³ Vol. i. p. 125.

⁴ Morant, *Colchester*, Bk. I. p. 87; Add. MSS. 12505, fo. 404, Br. Mus.

⁵ *Ib.* p. 155; Add. MSS. 12505, fo. 155.

⁶ Jewitt and Hope on Corporation Plate,

vol. 2, p. 565.

⁷ *Historic Towns, Bristol*, p. 93.

⁸ Add. MSS. Br. Mus. 12505, ff. 220, 266, 389. As to this dispute see further *Acts of Privy Council 1554-6*, p. 303; 1570-5 p. 17.

⁹ *S. P. Dom. Eliz.* vol. 274, No. 76; and see *infra*, pp. 111-116.

of the towns was one of the main objects of that legislation: this is expressed in a petition of 1402 praying that the Admiral and his lieutenants do sit and keep their court in no liberty or town, but only upon the sea coasts and arms of the sea.¹

But the most important of the local maritime Courts was that of the Cinque Ports. This Court exists in a modified form to the present day. In 1835, when all the local Courts of the Admiralty were swept away by the Municipal Corporations' Act,² the Cinque Ports Admiralty Court was alone preserved. It probably presents the type and original of all our Admiralty and maritime Courts. We have seen that the first Admiral in England was the Warden or Admiral of the Ports, and the earliest document connected with Admiralty jurisdiction of which the present writer is aware is the writ of the year 1357 printed below.³ When Gervase Alard was appointed Admiral of the Ports in 1800 the local Court was already in existence. It was probably similar to the maritime Courts, which, at the close of the century, we find at Padstow and Lostwithiel sitting at tide-time by the seashore, and administering the law maritime with the assistance of a jury of merchants and mariners.⁴ As early as the reign of Henry II. there is evidence of a similar Court at Newcastle-upon-Tyne. In a document⁵ of that date, setting forth the customs of Newcastle, we are told that one of the customs was 'inter burgensem et mercatorem si placitum oriatur finiatur ante tertiam refluxionem maris.' The administration of speedy justice was always one of the characteristics of the Admiral's Court. The liberties of the Cinque Ports were carefully preserved by their charters, and amongst the most important of their liberties were the right of holding pleas and the right of wreck, both granted to them by their charter of Edward I.⁶ The right of wreck⁷ was the right to keep for themselves all ships and goods found at sea, or on the seashore, with-

Admiralty of
the Cinque
Ports.

Charter of
the Cinque
Ports.

¹ See Rot. Parl. iii, 502, b.

² 5 & 6 Will. IV. c. 76. So lately as 1885 a 'water court' was held at Saltash, apparently a survival of an abolished local Admiralty Court. See a paper by Sir Sherston Baker, *Law Magazine*, May 1895, p. 195.

³ P. lviii.

⁴ Vol. i. p. xlix; pp. 1-28.

⁵ Stubbs' *Select Charters*, p. 107.

⁶ Jeake's *Charters of the Cinque Ports*, p. 8. Wreck was granted to Dunwich in 1200; Stubbs' *Sel. Chart.* p. 303.

⁷ The Anglo-Saxon word for wreck was 'sæ upwerp'—scilicet wreck maris in mari et in littore.' Elsewhere sæ upwerp is trans-

lated 'maris ejectum' or 'jactura maris.' Wreccum, derelicta maris, sæ upwerp, bona waviata shipbryche, inventiones, findalls, varec, veriscum (in the coutumier de Normandie) seem to be synonymous. In some places the Abbot of Ramesey had a third part of sæ upwerp and royal fishes. See *Cart. Monast. de Ramesey*, *Rolls Ser.* vol. i. pp. 233, 278; vol. ii. 75, 80; vol. iii. 289; *Fœd.* ii. 1225 (*Rolls Ed.*), where 'wreccum' includes royal fish, worth 3,000*l.*, taken in the manor of Hoveden; *Fœd.* iii. 380, a grant of wrecks in the sweet waters of the Gironde; all early grants of wreck.

out accounting to the King for his share thereof; for by the common law the King's 'shyre' of 'findalls' was a half or 'halvendele.' This explains the Cinque Ports charter—'et quod habeant omnes inventiones suas in terra et in mari . . . absque aliqua nostra partitione inde facienda aut aliqua parte nobis aut heredibus nostris aut alicui alii inde reddenda.'¹ So the Yarmouth customal says of lagan, 'to hym it ys to have and cleyme that fyndyth it, without with-seyeng of any;' and 'as to weyfe ther is no recoverer by the lawe maryn . . . the proprete to them naturally that put theym in jobardy of lyfe and leme to wyne and save it.'² The charters of many of the seaport towns contained similar grants of wreck, and so lately as 1829 the little towns of Dunwich and Southwold litigated, at a cost of over £1,000, the question whether a puncheon of whisky taken up at sea was within the Admiralty jurisdiction of the one town or the other.³

The Cinque Ports, from the earliest times, claimed to be exempt from the jurisdiction of the Admiral of England. Their early charters do not, like those of Bristol and other seaports, express this exemption in terms; it seems to have been derived from the general words of the charters which preserve their liberties and privileges. In the year 1411⁴ at an inquisition of the Cinque Ports the jurors present John Bermyncham, deputy of the Admiral of England, for entering the jurisdiction of the Cinque Ports near Rye, and seizing a vessel as a droit of the Admiral—'et ibidem cepit unam schar de Thoma Ise magistro unius ballenger vocate Trinitie in contemptum domini principis Admiralli Quinque Portuum.' And in 1543 the Bailiff of Dover is presented for executing process of the Westminster Courts within the Cinque Ports.

Inquisitions
of the
Cinque
Ports.

The inquisitions above mentioned are two of a large number—over 100—scattered amongst the several different series of documents at the Public Record Office. They have apparently been selected from a much larger number of Cinque Port Admiralty inquisitions, and they probably owe their preservation to the fact that about the year 1619 a dispute arose between the then Lord High Admiral,⁵ the Marquis of Buckingham, and Lord Zouch, Warden of the Ports, as to their respective rights to wreck and other droits taken up in the Downs and on the Goodwins. The records of the Admiralty of the Ports were searched for precedents to support the claim of the

¹ Cinque Ports Charters, Jeakes, p. 67.

² Swinden's Hist. Yarmouth, pp. 146, 147.

Report of the Municipal Corporations Commission, iv. 2224.

⁴ Exch. Acc. Q.R. 57; and see below, p. lxii, for similar presentments.

⁵ S. P. Dom. Jac. I. vol. 111, Nos. 57, 61, 64, 65; vol. 121, No. 47.

Warden, and the inquisitions in question were no doubt selected and transmitted to London for this purpose. The evidence supplied by these records decided the matter in favour of the Lord Warden, and in 1624 an agreement was come to between the Lord Warden and Buckingham, whereby the latter agreed to pay to the Lord Warden for his droits £1,000 in cash and £500 a year for the rest of his life.¹ Examples of inquisitions taken at Sessions of the Admiralty Court of the Cinque Ports are given below, p. lxii.

These inquisitions show that an important—perhaps the chief—purpose of the Admiral's Court was the collection of his perquisites and forfeitures. From the terms of the contracts mentioned below² made between the Ports and their Admiral or Warden, it appears that the Ports claimed the right to all wrecks and findalls found or brought within their liberties, subject to the right of the salvors to one-half thereof. The draftsman of the grant by the Ports to Lord Cobham deduces the title of the Ports to their findalls from the Sovereign; and this agrees with the account which Bracton and other writers give of the early law of wreck.³ But it would appear that, except where there had been an express grant to the landowners, the Ports had, in fact, always enjoyed such wrecks and findalls. An account⁴ of the receiver of Sir Thomas Erpingham, Lord Warden in 1402, shows that the Lord Warden was then receiving his 'share' of all such wrecks and findalls. Elsewhere it appears that it was an offence for a 'foreigner' to take up wreck or findalls within, or to carry them out of, the liberties of the Ports.⁵ One of the grievances against the Admirals in the reign of Richard II. was that they held inquests on wreck, in other words, appropriated wreck and findalls which belonged to grantees from the Crown or to the towns. The complaint is that they enquire 'de deodands venauntz des fraunchises des diverses seigneurs parmy le roiyalme queux devent apparteniendre a notre seigneur le roy ou as autres seigneurs des ditz franchises.'⁶

In 1526,⁷ in order to settle a controversy between Sir Edward Guldeford, Lord Warden, and the Bailiffs, Jurats, and Commonalty of Hastings, Pevensey, Seaford, and Bulverhithe, touching 'Admirall's shares wrackes and fyndells which have been founde, taken, and saved by the sayde commonalties,' an agreement was come to by

Agreement
between the
Cinque Ports
and the
Warden as to
wreck and
findalls.

¹ S. P. Dom. Jac. I. vol. 170, No. 16.

² P. xxiv.

³ See below, p. xxxix, note, as to the early law of wreck.

⁴ Acc. Exch. Q.R. $\frac{61}{23}$.

⁵ S. P. Dom. Eliz. vol. 49, No. 72.

⁶ Rot. Parl. III. 642 a.

⁷ S. P. Dom. Hen. VIII. vol. 4, No. 2250 (4), a paper copy.

which it was agreed that thenceforth the Admiral should take a third penny, or a third part, of 'almanner of wrackes and fyndells,' and one half of all things stranded and not floating; the Admiral to have the option either of buying for ready money the share of the finders after appraisement, or of taking his share when the wreck was sold and paid for.¹ A similar agreement was come to by Lord Cobham, Lord Warden in 1561, to whom, 'in consideration of the greate goodnes and favour' that he showed to them the Commonalty of Romney granted to him 'the one moyetie and halfe of all the said wrackes and fyndells . . . whether the said wrackes or fyndells be founde, taken, and had upon the sea flotyng, or out of the sea or upon the bache or sandes within the lybertye and preecyncte of New Romney aforesaide.' The grant recites that Elizabeth and her progenitors, Kings and Queens of England, had theretofore granted to them, the Mayor and Jurats, 'all our wrackes and all our fyndells in the londe and in the sea.'² An undated and unsigned paper³ in a handwriting of the early part of the following century provides that the Lord Warden is to have 'thone moytye and the fynders or savers of the said wrecke or fyndall to have the other moyetye;' and that those who conceal wrecks and findalls are to lose their share.

Right of the
Admiral of
England to
royal fish,
wrecks, and
findalls.

The earliest notice of which the present writer is aware of a grant to the Admiral of England of emoluments appertaining to his office is in two patents of Henry VI., which grant to the Admiral certain 'feoda proficua et commoditates' appertaining to his office.⁴ This probably refers to fines, wreck, findalls, and royal fish. A patent of the same reign to James Fiennes, Lord Say de Sele, Warden of the Ports, grants 'forifacturas commoditates shares wreccum maris . . . ac etiam omnia et omnimoda bona et catalla nobis et heredibus nostris forisfacta . . . tam in alto filo maris inter finem orientalem insule de Thaneto in comitatu Kantie et quendam locum vocatum Beaucleff in comitatu Sussexie.'⁵

The Articles annexed to the Inquisition of Queenborough, as well as those known by the name of Thomas Rowghton, which belong to the end of the fourteenth or early part of the fifteenth century,⁶ limit the Admiral's right to one half; and an English translation of these Articles extant amongst the Admiralty Court Records⁷ belonging to

¹ S. P. Dom. Hen. VIII. vol. 4, No. 2250 (4).

² S. P. Dom. Eliz. vol. 16, No. 57. This grant probably settled the dispute mentioned 13th Report of the Historical MSS. Commission, pt. 4, p. 2.

³ S. P. Dom. Jac. I. vol. 89, No. 44.

⁴ Pat. 14 Hen. VI. pt. 1, m. 23; cf. the

Duke of Bedford's patent, Pat. 4 Hen. VI. pt. 2, m. 11.

⁵ Pat. 25 Hen. VI. pt. 2, m. 1.

⁶ See Black Book of the Admiralty, Rolls Series, Vol. I., 150, 241.

⁷ Ad. Ct. Miscell. 39 and 229.

the fifteenth or early sixteenth century, describes the Admiral's part or share as the 'halfendel' thereof; but of gold, silver, or valuables found on a dead man the Admiral took the whole 'to dispose of for his sowle.' In Articles of 1615¹ this last qualification is omitted.

The Admirals' Patents of the sixteenth and following centuries contain express grants of royal fish, wrecks, waifs, flotsam, jetsam, and lagon, as well as many other perquisites connected with the sea and the seashore. Under these grants the Lord High Admirals enjoyed all such royal fish, findalls, and wreck as had not been previously granted away by the Crown in the same way as we find the Warden of the Ports enjoying them within the liberties of the ports throughout the fifteenth century. The extracts from the records set out below show that, during the Elizabethan period, the Admiral tried to draw within the large words of his patent many rights connected with the seashore, such as the right to supply ballast, to appoint measurers, to license water-mills and wears, as to which the title of the Crown itself was very dubious. As to the nature and amount of the Admiral's right to wreck and findalls, the evidence is by no means clear. It is doubtful whether the right of the Crown, as against the finder, to royal fish and findalls was a right to more than one half.² A draft patent³ of 1543, granting to one Goodenow the right to take porpoises, contains the following:— 'Savyng always and reservyng unto the Kyng, our sovereign lordes highe admiraltye to us committed such parte and moyetie of all the same fyshes of right and aunciente custom apperteyning;' and the presentments set out below show that of anchors and other findalls the finder always took one half. The inquisitions cited below show that by the law of the Admiralty of the Cinque Ports during the fifteenth and sixteenth centuries the finder or salvor of all things in the sea was entitled to a half thereof. There is no reason to think that the law of the High Court was different; but there is not much evidence upon that point. The few records that have hitherto been discovered of presentments in the High Court 'de bonis repertis tanquam derelictis' are from 1539 downwards. They were made upon oath by the salvor before the judge, apparently without the intervention of a jury.⁴

After the express enactment of 15 Ric. II., c. 3, that the Admiral's Court should not intermeddle with wreck, it is strange to find that

Jurisdiction
of the Ad-
miral as to
wreck.

¹ Ad. Ct. Miscell. 29.

This seems to have been the Roman law, Cod. Theod. lib. x. tit. 18; cf. Lex.

Rom. Visig. lib. x. tit. 10.

² Ad. Ct. Miscell. 224, No. 55.

³ See *supra*, vol. i. 89.

Court habitually dealing with wreck both on the shore and at sea. There is a prohibition to the Admiralty reported towards the close of the seventeenth century restraining it from dealing with wreck within the body of a county ;¹ and in 1584 Dr. Lewes, judge of the Admiralty, writes to the Council that he has no power to determine cases of wreck in Admiralty ;² but it is nevertheless the fact that throughout the sixteenth century the jurisdiction of the Court in matters of wreck was constantly exercised. There are amongst the records of the Court frequent instances of its process being used to recover wreck for the owners, and, where no owner appeared to claim the goods, to condemn them as droits to the King or the Admiral.³ The patent of the Duke of Richmond, created Admiral in 1526, and subsequent patents, expressly grant to the Admiral 'wreccum maris ;' and these patents were relied on by the Admiralty practitioners as giving or confirming the jurisdiction.⁴ The Admiralty Court of the Cinque Ports does not appear ever to have been interfered with by the Courts at Westminster in its jurisdiction over wreck ; and the evidence is clear that during the sixteenth and seventeenth centuries it habitually adjudicated upon every kind of droit belonging to the Ports or to the Warden. On the other hand, in 1799 Lord Stowell stated it to be the law that, where the property was brought to land, and the salvors ceased to retain possession, although the salvage service was performed on the high sea, the Admiralty Court had no jurisdiction.⁵

Other per-
quisites of
the Admiral.

Besides wreck, royal fish, and findalls, the perquisites of the Admiral, collected by his droit gatherers and his judge, included his share of prizes, enemies' goods, fines inflicted for offences at sea and on the shore between high and low water mark, fines for unlawful fishing, for cutting away buoys from anchors and cables, for trading with the enemy, for freighting foreign bottoms when English ships were available, for exercising the office of lodesman (pilot) without a licence, for deserting when pressed to serve in the King's ships, forfeitures for exporting uncustomed goods, and fines for obstructing streams and harbours, and for various other offences. The inquisition of 1357 above mentioned is a presentment touching an alleged exportation of uncustomed wool. As to deodands, we find a 'leeshete'⁶ indicted for

¹ Duke of York v. Linstead, 1 Keb. 657.

² S. P. Dom. Eliz. vol. 170, No. 19.

³ Cf. Libels File 81, No. 170 ; file 121, No. 74. Cf. S. P. Dom. Eliz. Case E, No. 2, certificate by Lord Howard of decrees by Caesar in 1591, and by Lewes in 1573, in favour of the right of the Bishop of Chichester to 'wrecca maris introducta

inventa seu jacta in quibuscunque maneriis dominiis et prediis mari adjacentibus ad Episcopum Cicestreensem spectantibus.'

⁴ S. P. Dom. Eliz. vol. 185, No. 94.

⁵ The 'Two Friends,' 1 C. Rob. 271, 283 ; the 'Rapid,' 3 Hag. 422.

⁶ Acc. Ex. Q.R., *infra*, p. xxviii.

knocking a man overboard, and a boat's tiller¹ is presented for the same offence. Two suits in the Elizabethan records of the High Court are appeals from a vice-admiral's sentence for deodand.²

In an account³ 'denariorum provenientium de Admirallitate Quinque Portuum' from 1401 to 1403, rendered to Thomas de Erpyngham, Warden, by his receiver, occurs the following:—'Item receptum de iij^s xi^d receptis de Simone de Chapman et Willielmo Hardey et sociis suis pro j shire unius seyleyerd ij uptyes ij halsers per ipsos inventis in mari unde indictati existunt . . . j shar j mensa per ipsos inventa in mari.' It appears from the same account that the Lord Warden had two shares of goods captured from the enemy, fish dues, fees for safe conduct letters, and fines for suing in the Courts at Westminster for things done at sea. As to the last matter the entry is: ' . . . et de iij^s iiij^d de fine Clement Baker qui implacitavit Johannem Lundeneys in communi banco pro rebus factis in mare.'

If the persons presented failed to produce to the droit gatherers the Admirals' shares in kind or in money, the droit gatherer was empowered to levy on the goods of the defaulters, and to imprison them in Dover Castle until payment was made.⁴ This was made a grievance by the Ports, and in one of the agreements above mentioned, made between the Lord Warden and the Ports, it is provided that no man shall be imprisoned for concealing or not producing wreck 'tyl for his mysdemeanour in that behalf he shalbe adjudged by inquisition' or until his misdemeanour shall be adjudged by the Warden, or his judge, and by the Mayor of the town, worthy of imprisonment. Traces of this grievance appear elsewhere,⁵ complaint having been made in 1533, that the Lord Warden's men, contrary to the liberties of the Ports, took from salvors their findalls, and it is alleged that they stripped corpses found on the beach, and left them to be eaten by hogs. About the same time⁷ some French merchants complain that their wrecked goods have been seized by the Lord Warden's servants, who refuse to restore them on salvage.

Enforcement
of his rights.

An inquisition⁸ super littus maris at Dover in 1389, after presentment of John Prendergest and William Longe for treason and breaking of truces at sea, and others for consorting with and aiding them, contains the following:—'Item dicunt quod die lune proximo post

Present-
ments at in-
quisitions.

¹ S. P. Dom. Hen. VIII. vol. 2, No. 3642.

² S. P. Dom. Jac. I. vol. 89, No. 44.

³ S. P. Dom. Hen. VIII. vol. 6, No. 65.

⁴ Fisher v. Readhead, *infra*, p. 200.

And see *supra*, p. xxiii.

⁵ Acc. Exch. Q.R. $\frac{13}{10}$.

⁷ *Ib.* vol. 7, No. 231.

⁸ S. P. Dom. Eliz. vol. 114, No. 51 (1).

⁶ Acc. Exch. Q.R. $\frac{67}{14}$, *ad init.*

diem Sancte Anne supradicti Thomas Page Henricus Vyan et Simon Page ceperunt unam navem vocatam Heyve (?) apud Festcamp valoris quinque marcarum cujus quidem Heyve les schares debit' domino Admirallo adhuc sunt arreriat' et non solut.' At another inquisition of the same year, John Bermyncham, deputy of the Admiral of England, is presented for taking from Thomas Ise within the liberty of the Ports 'unum schare,' in contempt of the Admiral of the Ports; and at another inquisition in the same year, Thomas Page is presented for taking at sea a boat of Flanders, with her nets worth 20 marcs, which he keeps for his own use, 'qua de causa ignorant;' and others are presented for keeping for their own use two small boats found floating at sea, worth 15^s.

The following are some of the matters presented at the inquisitions of the Cinque Ports Admiralty between the years 1401 and 1466:— That A. B. found at sea 'in profundo maris' anchors and cables. That A. B. and others 'super mare,' or 'infra portum ville de Wynchelsea' feloniously took or spoiled goods from strangers or Englishmen 'contra pacem domini regis et in contemptum Admiralli V Portuum.' That the mayor of Faversham failed to arrest such spoilers in obedience to the Admiral's command. That A. B. found floating upon the sea 'unam marinam piscem vocatam whale,' or 'purpeys.' That A. B. found floating upon the sea, as wreck, barrels of pitch, and other goods. That A. B. found floating upon the sea a dead man, and on him some money, but how much the jurors know not. That A. B. within the Admiral's jurisdiction assaulted C. D., and hit him on the head with a stone, against the King's peace. That A. B. and others salved (salvaverunt) certain goods from a carack wrecked near the Nesse (Dungenesse?) 'under accidit domino Admirallo pro parte sua in pecunia sibi reservata vj^s viij^d.' That a ship was lost by the fault of the pilot, whose name the jurors know not. That A. B., in contempt of the Admiral, received spoiled goods. That A. B. took from the Thames, near London, a ship, with which he intended to sail to France; and that the ship was arrested for the Admiral at Dover, and appraised. That A. B. captured enemies' ships, and that the Admiral's share is so much. That the Abbot of Canterbury trespassed upon the fishery of the men of Sandwich in the Stour, and committed an assault. That the mayor and jurats of Rye wrongfully hindered men of Lydd from selling their fish at Rye, and took unfair tolls. That a ship was arrested for non-payment of duty on wool; as to the Admiral's share

the jurors know not. That A. B. erected a wear and obstructed the river. That A. B. found wreck 'infra le flodemarks,' and that the prior of Canterbury claims the same; whose it is the jurors know not. That A. B. is a forestaller of fish and 'welkys.' That the Abbot of Fécamp has been taking profits and waifs (*proficua veriag'*) beyond the port of Winchelsea, without any grant from the King in that behalf. That A. B. sued in the High Court of Admiralty for a trespass committed within the Admiralty of the Ports. That A. B. found off Seaford certain wreck, and took it out of the jurisdiction of the Ports. That A. B. assaulted C. D. 'infra le flodmerke,' and knocked out two of his teeth. That a ship was found at sea 'fugitiva,' and abandoned; whom it belongs to, the jurors know not. That a wreck has been spoiled. That A. B. is in prison for sailing without letters of safe conduct. That A. B. cut away the buoys from an anchor slipped in the Downs in a gale of wind. That a ship sank in the harbour. That A. B. cast ballast into the harbour. That A. B. took upon him the office of 'lodeman,' and is no seaman.

In 1517,¹ there is presentment of fish called 'cowengeherstes' (cowengeres or congers); in 1535,² a presentment of lead, an old 'cote,' 'sloppis,' and a butt of wine, 'unde recepta pars per Grenway pro parte domini Admiralli;' of more wine, with a note 'reddat domino pro parte illorum xxxviiij^s per Grenway recepta,' of sails, a 'cabull,' an old 'mantyll,' and 'unum le stremer cum uno shild sancti Georgii.' In 1517,³ at an inquest at Hythe, a man was fined 20^s for shooting arrows at, and assaulting, another on the sea. Others are presented for having found, and not accounted for, 'flewennetts,' an 'ankerope,' sails, a mast, and a 'porpes.' At an inquisition at Romney, 1520, there is presented 'a porpes de precio iii^s iiiij^d unde medietas pars domini Admiralli Henricus Robyns recepit et misit ad hospitium domini;' also 'unam lucernam' and 'unum lapidem vocatum a gryndstone,' and 'unum le ore.' At Lydd, in the same year, a man is presented for stealing a 'trinknette,' near 'the Gravestone;' another who found 'unam truncam de Ireissh frise.' At Hythe, in 1521,⁴ it is presented 'quod sunt in custodia Willelmi Treulove xv. rethea vocata ffelewes deliberata eidem Willelmo ad usum domini Admiralli de precio xlv^s;' also 'quod idem Harmanus (Maynerel) invenit septem rethea vocata ffelewnettes deliberata Willelmo Treulove pro parte domini Admiralli videlicet mediam partem.' At an inquisition⁵ at

¹ S. P. Dom. Hen. VIII. vol. 2, No. 3526.

² *Ib.* vol. 3, No. 911 (4).

³ *Ib.* vol. 3, No. 3066.

⁴ *Ib.* vol. 3, No. 618.

⁵ *Ib.* vol. 3, pt. 1, No. 1372.

⁶ *Ib.* vol. 4, No. 2250 (1).

Hastings, 15th June, 1526, the limits of the jurisdiction of the Cinque Ports are set out. It extended from the Horseshoe (qy. Shoebury), in Essex, to Beauchief (Fairlight), in Sussex, and up the estuary of the Thames to Shellness, in the Isle of Sheppey. Under the same reference (document 3) is a presentment of casks 'claretto impleta' appraised at 30^s each, but to whom they belong the jurors know not, and of 'unum vibrellum vocatum a gonne ad valenciam iij^s iiij^d et pro quo habuerunt et receperunt de Edwardo Meine eandem summam.'

At an inquisition at Sandwich,¹ in 1525, the limits of the liberties of the Ports are again set out. A presentment is made of the escape of four French prisoners from the custody of one Horne 'ob defectum bone custodie negligentes et contra voluntatem predicti Thome Horne ab ejus custodia absque aliquo salvo conductu escapaverunt et ad largum exierunt.' The prisoners feloniously took a boat and crossed the sea 'contra leges et consuetudines maritimas hactenus de talibus prisonariis usitatas.' A man is presented for taking cods off another's lines 'contra pacem domini regis' in the Downs. Another for finding an anchor, and selling it at sea; others for forestalling. A doubtful case of forestalling is referred to the judge—'et ideo referrunt examinationem inde predicto Custodi et Admirallo et ejus deputato et ministris in ea parte fiendis.' In 1517,² at an inquisition at Sandwich, there are presentments for employing Holland ships when English ships 'de hiis partibus Anglie' were available;³ and for acting as lodesman without a licence 'contra formam electionis et ordinationem' in hoc casu editam et provisam. Ideo ipse in misericordia.' In 1516,⁴ at an inquisition at Winchelsea, one Bosom is presented for taking fish hooks and fish from the boat of Goodeman. Nets are found and not accounted for—the finder is 'in misericordia xx'. Others 'debent examinari super sacramentum suum pro certis bonis ejusdem navis per eosdem inventis set que et quanta bona fuerunt sive de pretio jurati praedicti ignorant.'

In 1535⁵ there is an instance of a bill being 'not found;' also of an acquittal, with endorsement 'qui dicunt super sacramentum suum quod infranominatus Henricus Smyth non felonice cepit super altum mare bona et catalla infrascripta neque ea a mare ad terram apud Lydd predictam felonice transduxit Ideo nullo modo inde culpabilis est. In cujus rei testimonium Robertus Mayowe nomine

¹ S. P. Dom. Hen. VIII. vol. 4, No. 1820.

² *Ib.* vol. 2, No. 3541, writ of venire facias and inquisition.

³ *Cf. Ib.* vol. 3, No. 656.

⁴ See *Ib.* vol. 8, No. 911, John and Robert Justyce fined for breach of these rules.

⁵ *Ib.* vol. 2, No. 1379.

⁶ *Ib.* vol. 8, No. 141.

aliorum sociorum suorum juratorum presentibus sigillum suum apposuit.' In the same year there is a presentment¹ at Hythe, that John George found an anchor 'quam idem Johannes sumptibus suis perquisivit.' Another 'invenit in mare boreali et usque istum portum conduxit novem rethia parva ad valenciam vj^s viij^d et rem in sua custodia.' Another found 13½ nets, worth 40^s—'de quibus deliberantur et remanent pro parte domini Admiralli in custodia Stephani . . . deputati dicti domini iij et dimidium rethea.' Others are presented for offences at sea—'enormia contra pacem domini regis;' and others for fishing with unlawful nets.

In 1542² it is presented that a Fleming was found drowned at Folkestone, who had on him three single ducketts whereof 'my Lordes parte v^s;' in 1537³ a mast and sail 'remeynyng to thuse of the lord Admyrall and of the fynders . . . a porpesse to thuse of the lord Admirall and of the fynders, but of the price the' know not;' in 1566,⁴ 'that Thomas Robyns, of Dovor, receyved in the Downes iij duckettes of a Spaynyard as the third parte for my lord Warden, of one anker sold for ix Frenche crowns, and not yett answerid to my Lorde;' and in 1577⁵ jurors present 'the said John Earle for fyndinge at sea xiiij barrells. of petche and tarre aboute one yere paste as he was comynge from Scarborough the whiche saide goodes were by thordre of the saide Lorde Wardens delyvered agein unto the rightfull honor and in consyderacion that the said John Earle hade loste an ancre the said honor of the petche and terre gave him xl^s.' At an inquisition held at Dover, in 1543⁶ a Portuguese ship and her cargo ashore on the Goodwins is presented as a waif and wreck, although her crew, for the preservation of their lives, left her and got safe to shore. A question appears to have been raised whether she was wreck or not, and the jury justify their finding by citing several cases in the time of Sir Edward Pounyng and Sir Edward Guldeford, Lord Wardens, where ships ashore on the sands whose crews were saved and their cargoes were 'shifted devyded and apportioned between the Lord Admyrall of the Cinque Ports [and the havers] according to tholde aunciente custom . . . by which ships groundred and fixed on the Goodwins had time out of mind been held waif and wreck, and so peaseably enjoyed without lett or interruption.'

Wrecks on
the Good-
wins.

In a list⁷ of the droits and profits of Lord Cobham, Lord Warden

¹ S. P. Dom. Hen. VIII. vol. 10, No. 526.

² *Ib.* Eliz. vol. 155, No. 56.

³ S. P. Dom. Hen. VIII. vol. 12, No. 136.

⁴ *Ib.* Eliz. vol. 40, No. 56.

⁵ *Ib.* vol. 114, No. 51 (2).

⁶ Exch. Q.R. Accts. ⁶⁹/₁₂.

⁷ S. P. Dom. Eliz. vol. 285, No. 64.

in 1602, is the following:—‘Gustave Berry, of Saltwoodd, for jewells and stones that he found about a dead man that Mr. Kempe hath, and for which Gustave Berry hath received of March about viij^{li}.’ Also an ‘old chist and som badd apparell in yt;’ also John Gaunt v^{li} xij^s that he receyved of a Frenchman that came aground at Dymchurch; also Thomas Brown found a sturgeon and sold it for xxx^s, which sturgeon his lordship had, but Brown to pay x^s; an anchor—‘and Kempe hath paid to William Ward the thirds for my lord, viz., xxvj^s viij^d.’ Kempe also found ‘a dead man in a sayle, whose clothes were valued at xx^s, and the saile at xj^{li}, but Kempe saieth he could sell the sayle but for v^{li}, whereof William Ward receyved l^s. And in regard there were four men that found the dead body, and they brought him to Lydd and buried him dominus decrevit quod Kempe solvet nisi ij^s vj^d.’ A ship came ashore, and his lordship had the best anchor and cable for grounding her. John Styver found ‘x trammele netts which were devyded into ij partes, thone part delyvered to Mr. Portruff to my lord’s use.’ Another found ‘fleting on the sea vij oyster swadds (baskets) at iij^s iiij^d, and a smale saile pryed at xx^d, his lordship’s part being ij^s vj^d.’

The above are examples of a large number of presentments to be found at the Public Record Office. References to others are given below.¹

Admiralty
sessions at
the outports.

Dr. Cæsar, the Judge of the High Court, occasionally visited the outports and held Admiralty sessions there. There are a few records of presentments² made at these sessions. They are similar to those made at the Admiralty sessions of the Cinque Ports. Anchors and other goods salved are presented, and the finder or salver keeps a part, probably the half. At Newport, in 1591, John Wall is presented for picking up a boat with the corpse of one Smith in it—‘afterwards the said Smith being found on land naked, and it was known that the boy had a little before iij^{li} in his purse.’ Printed copies of the Articles used at these sessions are extant.³

Salvage law.

There are few traces of salvage law, in its modern form, amongst the records of the High Court during the sixteenth century. The right of salvors to half their findalls⁴ was doubtless interpreted by salvors in a liberal way. A ship in distress was probably treated as a

¹ S. P. Dom. Hen. VIII. vol. 2, Nos. 3526, 3541, 3632, 3636, 3682; vol. 3, Nos. 355, 2814; *ib.* Mary. vol. 6, No. 75; *ib.* Eliz. vol. 114, No. 51; vol. 40, No. 55.

² Ad. Ct. Miscell. 250.

³ Cotton MSS. Vespas. F. ix. Add. MSS. 12504, fo. 90; S. P. Dom. Eliz. vol. 239, No. 103.

⁴ For recognition of this right, see vol. i. p. 88; Act Book, No. 151, August 19, 1596.

findall, without a very close examination as to whether or no her crew had abandoned her as derelict.¹ In other cases the claim to salvage reward seems to have been based upon contract.² In 1526 Cromwell writes to the Mayor of Rye ordering him to restore some wine taken from a foreign ship. The Mayor answers that the six tuns in question were taken out of the Mary by order of the Lord Warden, in satisfaction of an agreement between her owners and a man of Rye who had rendered salvage services to her when in peril. The Mayor evidently resented the intrusion by the Council upon the liberties of the Ports, for he says: 'iff hit shall plesse your lordshipp to write unto him (the Lord Warden) touchyng the same he will consente to make you a resinable answer.'³ There are several instances of salvage for ships and goods recaptured from the enemy or from pirates being sued for and given in the High Court. The earliest is in 1533.⁴ In 1565, £200 was awarded for salvage of a prize abandoned by her captors in a sinking state 'quasi pro derelicto.'⁵ In 1590, a French ship came ashore; £200 was awarded to the salvors.⁶

In 1587,⁷ one Ieveson, deputy of the Earl of Leicester, Vice-Admiral for North Wales, sued Vaughan and others for receiving from a French pirate goods from his prize, the Peter of Hamborough, that had been wrecked on the coast of Wales. He recovered sentence against him, upon the ground that pirate goods belonged to the Admiral or to the Crown. Nunez, an alleged salvor of the goods, also sued Vaughan for interfering with his salvage, but his suit was dismissed.

The case of *Franchiottie c. Schroder* set out below⁸ is an illustration of the law of salvage as applied to salvors who were also lenders on bottomry.

In 1596,⁹ a ship was wrecked on the Welsh coast, and the owners of the cargo sold it to Eynon and others, who afterwards salved it. Dunlee fraudulently got a commission from the Admiralty to take possession of it for the Admiral; whereupon Eynon sued Dunlee in Admiralty, and got sentence against him for the goods or their value. Gwynne, Mayor of Cardigan, who had interfered with Eynon, was also sued by the latter, but the suit appears to have been discontinued.

In 1536,¹⁰ Hubert Christiaens, receiver-general of the 'extra-

Salvage for
goods

¹ See vol. i. p. xxvi.

² See *Horn v. Delapyn*, vol. i. p. 66.

³ S. P. Dom. Hen. VIII. vol. 13, No. 513.

⁴ Libels File 22, No. 16.

⁵ File 52, No. 129; cf. *infra*, p. 149, recapture from pirates.

⁶ Libels File 57, No. 11, *infra*, p. 170.

⁷ Libels File 55, Nos. 19, 185, 203, 204.

⁸ *Infra*, p. 175.

⁹ *Infra*, p. 178.

¹⁰ S. P. Dom. Hen. VIII. vol. 11, No 1341.

wrecked in
Flanders.

ordinaire' of Flanders, writes to Lord Lisle, with reference to some of Lisle's wood that had been wrecked on the Flemish coast and had come to his hands as wreck, that although the King of England had seized wrecked goods belonging to the Emperor's subjects, yet since Lisle had been kind to the Emperor's subjects, and in consideration that the wood was Lisle's, he will, as requested, give it up 'en me remboursent de mon desbourse avec le droit de sauvage.' So keen was the receiver-general as to his right of salvage that, even when doing a civility to the Vice-Admiral of England, he could not abstain from claiming it.

Salvage law
in Guernsey.

In 1579,¹ Sir Thomas Leighton, Governor of Guernsey, was summoned before the Council upon articles charging him with, amongst other things, unlawfully taking wreck. He answers that he has taken nothing contrary to the book of extents, by which one half of wrecked goods is to be restored to the owners, if they claim within a year and a day, and the other half goes to the Queen and the savers. He mentions a case where £1,200, the whole value of goods, were restored to Velatelli, their owner, save £150 or £100, which the merchants gave towards the charges of the poor men 'for takeinge paynes in saveinge of the said goods.'

In the reign of James I.,² Coventry, S. G., and Sir Henry Marten, judge of the Admiralty, advise the Council touching the right to wine found floating at sea and brought to land on the fee of one Lemprière in Jersey. The King's procureur claimed the wine for the King in right of his prerogative—'salvage excepted;' Lemprière claimed half the wine as lord of the fee where it was brought to land. Coventry and Marten's opinion is that 'forasmuch as it hath appeared unto us by good probabilitie that both there (Jersey) and in Normandie the practize hath been very ancient to devide things floating at sea and thence brought by the finders to land into parts, the first to the finder or saver, the second to the lord of the fee where the same shall be landed, and the third to the King or Lord Admirall, we conceive and are of opinion that the order of division, as in all respects most justifiable, ought to bee observed for the wines presentlie controverted and landed upon Lemprière's fee.'³ A note of a record accompanies, by which it appears that in 1593 it was adjudged in Guernsey that the seigneur of Saumares should have one half of a butt of wine

¹ S. P. Dom. Eliz. Add. vol. 26, No. 29. Cf. Acts of the Privy Council 1580-1581, by Mr. Dasent, p. 174.

² S. P. Dom. Jac. I. Add. vol. 42, Nos. 16, 20.

³ Lord Hale's *De Jure Maris*, pt. 1, c. 7, where it is stated that the customs of 'Gersey' as to wreck are 'very near, if not altogether, the same as those of England.'

landed on his fee, and Barnabe Godfrey the other half; the latter, however, claimed to have the whole, relying upon the ancient law 'que toutes choses trouvées au bal de la mer appartiennent à l'inventeur.'

This case is one of a large number mentioned in the Admiralty Court Records and State Papers of this period, indicating that the Crown and the Admiral were becoming more solicitous about their droits than heretofore. Buckingham, we have seen, was claiming the right to wrecks on the Goodwins and elsewhere at sea. After his death, Charles I. kept his wrecks in his own hands, there being no grant to the Duke of York, the succeeding Admiral.

Admiralty
droits during
the Stuart
period.

In 1623, there is a sentence condemning the finder of derelict goods in Algiers harbour in their full value, by reason of his not having presented the same 'juxta consuetudinem.'¹ In 1624,² the droit gatherer of the Cinque Ports writes to Nicholas that since the last storm he has received for anchors and other stores not less than £200. In 1626,³ Sir John Hippisley, the Lieutenant of Dover Castle, writes to Buckingham, the Admiral, that he has been holding an Admiralty Court, at which he has made for the Duke £30,000. And in 1633⁴ Sir James Bagg, Vice-Admiral of North Cornwall, is said to have collected droits to the value of £29,000. In later days, the sums in the Admiralty Registry to the credit of droits were enormous.⁵

The practice in the Cinque Ports⁶ was for the Admiral to exact a composition or royalty from the owners of the salvaged property over and above the 'reasonable contentment . . . to the savers thereof according to the ancient custom there, and satisfaction . . . to all other subordinates within the said Admiralty.' The best anchor and cable of a ship ashore was a perquisite to the Lord Warden for 'groundage' or 'soilage;' and of a ship's anchor on the Goodwins in 1621,⁷ it is said that 'a third part . . . belongeth to the savers and the rest to your honor' (the Warden). When a ship or goods salvaged were delivered up by the Admiral to their owners it was usual for the owners to enter into a bond to indemnify the Admiral and his officers against claims by other persons; the condition of the bond refers to the payment by the obligors of the Admiral's droits and of the salvors' claims.⁸

¹ Libels File 82, Nos. 150, 182.

² S. P. Dom. Jac. I. vol. 173, No. 56.

³ *Ib.* Chas. I. vol. 19, No. 17.

⁴ *Ib.* Chas. I. vol. 256, No. 21.

⁵ See below, p. xxxix.

⁶ S. P. Dom. Jac. I. vol. 105, No. 48; vol. 215, fo. 11, vol. 183, No. 70; *ib.* Chas. I.

vol. 43, No. 31; *ib.* vol. 70, No. 47.

⁷ *Ib.* Jac. I. vol. 121, No. 142. Cf. *ib.* Eliz. vol. 285, No. 64; *ib.* Ja. I vol. 90, No. 60; vol. 105, No. 48; *ib.* Chas. I. vol. 430, No. 14; *ib.* vol. 223, No. 34.

⁸ *Ib.* Jac. I. vol. 118, No. 15, is such a bond; *ib.* vol. 105, No. 50, is another.

In 1626¹ certain Dutch men-of-war lost their anchors and cables in the Downs. These were afterwards taken up by salvors, and came to the hands of the Admiral's droit gatherers; whereupon the owners claimed them from Buckingham. A report is made to Buckingham as to the custom of the Ports in matters of salvage and wreck. It is to the effect that, of wrecks, if the finders certify them to the droit gatherers, one half belongs to the salvors, and one half to the Admiral; if they do not certify them, the Admiral takes the whole, and the finders are fined or imprisoned. As to anchors and cables, if they are recovered by persons employed by the Admiral, such persons 'are to be very well recompenced for their paines, and the cables and anchors are to be adjudged to your Grace. But yf they finde them by casualtye . . . they are to have the one halfe of their labour, and your Grace the other.' Of pirate ships and goods,² the Admiral had 'the right to all, but he allowed the moyetie of it to the Sergeant of the Admiraltye, who agreeth with the droit gatherers and others that seize and find the same.' In 1635³ rules for the Vice-Admirals throughout the kingdom were framed in accordance with this certificate as to the practice in the Cinque Ports, and provision was made for the recording of all droits (including ambergris) in the Vice-Admiralty Courts.

Salvors'
right to sue
in Ad-
miralty.

In 1633⁴ occurs the first clear suit for salvage in the modern sense. Up to that date the right of salvors seems to have been a precarious right to a half or some other share of findalls, derelict, or waifs, and in the case of services rendered to property that was not wreck, in the legal sense, a still more precarious right to a recompense in the nature of payment for work and labour from the owners of the property, or from the Admiral or Vice-Admiral, who employed them. Sir Henry Marten was the first judge who recognised their right to sue in Admiralty for salvage. In 1633 a ship ashore on the sands off the Essex coast was seized for the King. Proceedings were taken in Admiralty to have her condemned to the King as wreck. The owners and the salvors intervened 'pro eorum interesse;' and the salvors claimed a moiety of the property, 'or a verie good and sufficient reward,' as due to them by custom. This was the common form of a salvage action throughout the seventeenth and eighteenth centuries.⁵ Sometimes⁶ the owners sued the salvors for detention of the property, and sentence was given for restitution of the property

¹ S. P. Dom. Chas. I. vol. 33, No. 21. Cf. Libels File 101, No. 112.

² *Ib.* Chas. I. vol. 32, No. 100.

³ *Ib.* vol. 264, Nos. 122, 136, a; vol. 288, No. 11.

⁴ Libels File 91, Nos. 129, 131, 149.

⁵ See the title of a salvage suit, in 1763 Marsden, Ad. Cas. 323.

⁶ As in 1636, Libels File 94, No. 59.

or its value, power being reserved for the Court to award salvage—
 ‘*aliquas pecuniarum summas per eundem Johannem Kipp (the salvor)
 pro salvatura dictorum bonorum necessario et utiliter expositas.*’ In
 1637¹ a very similar case occurred in the Admiralty of the Cinque
 Ports, except that in this case the ship was legal wreck, no man or
 dog being on board, only a dead man with his head shot off.

It was the duty of the Vice-Admirals of the coast to take possession of and to preserve shipwrecked goods, and the salvage payable by the owners was one of their perquisites. It does not appear how the amount of the salvage was adjusted. Probably the Vice-Admirals refused to give up possession of the salvaged property until their claims were satisfied. Between the exactions of the Vice-Admirals on the one hand and the charges of the Admiralty Court practitioners on the other, we may suspect that the unfortunate owners sometimes recovered but a small part of their property. In 1637,² some silver salvaged from a wreck in the Vice-Admiralty of the Earl of Portland was condemned to the King as an Admiralty droit, but half was awarded by the Lords Commissioners to the Earl, being assured that ‘his lordship will deale soe nobly with them (the salvors) out of his moyetie as they shall have cause to think their labour and diligence therein well rewarded.’ If the Vice-Admiral failed to do his duty, or if there was no Vice-Admiral, a Commission³ issued from the High Court at the instance of the owners of the wrecked goods, directing the Commissioners to take charge of the wreck, and to enquire as to spoilers of it.

Duties of
the Vice-
Admirals.

The recognition by Sir H. Marten of salvors’ right to sue for salvage was resented by the Vice-Admirals, probably on the ground that it interfered with their perquisites, of which salvage was the chief. In 1636,⁴ Sir Francis Basset, Vice-Admiral of North Cornwall, writes to Mr. Secretary Nicholas protesting against a recent decision of Sir H. Marten (probably that above referred to), that if owners of ships in distress are to be at liberty to contract with salvors, and such contracts are to be enforced in the Admiralty Court, the result will be that ‘no man of quality will intermeddle,’ the King will lose his rights of wreck, and the owners their goods. ‘The rabble of these sea robbers professing that damnable tenet that they had rather

¹ S. P. Dom. Chas. I. vol. 364, Nos. 7, 9, 10; vol. 365, Nos. 20, 93–96; vol. 368, Nos. 56 to 60; vol. 369, No. 81. Cf. also Libels File 109, Nos. 26, 150; File 108, No. 123; File 112, No. 112.

² *Ib.* vol. 353, No. 47, b; vol. 392, No. 42.

³ Cf. Act Book 152, 14th Dec. 1599.

⁴ S. P. Dom. Chas. I. vol. 322, Nos. 17, 39; *ib.* Jac. I. vol. 185, No. 89 (i).

trust God with their souls than the Admiral with their goods 'will have it all their own way. He suggests that no one but the Vice-Admiral, or the Admiralty officers, should be allowed to salve. This letter is submitted by the Lords of the Admiralty to Sir Henry Marten, who strongly dissents¹ from Basset's suggestion, and supports his own decree, on the ground that 'by the law of God and nature every man is not only enabled but enjoined to save the person and goods of another.' Marten goes on to say that it is idle to talk about salvors, for there are daily complaints of the impious and inhuman wrecking that goes on round the coast, but of any honest savers he hears little report; and he refers to the bad name England had got in foreign lands for 'the merciless and savage wildness of the sea coasters in this kind.' In 1649, the Admiralty Commissioners for Sussex give instructions for the saving of a Hamburg ship and goods—'that strangers and foreigners, and alsoe the good people of this Commonwealth, may understand our desires and endeavours are that all people that suffer losses by casualties of the seas may be civilly used,' and that their goods may be saved, they paying recompense to the salvors. An ordinance to this effect was issued about the same time.

Salvage law
during the
Common-
wealth.

The right of salvors of anchors and lagon to one half, and of the Admiral or Vice-Admiral to the other, is recognised in several cases during the Commonwealth and after the Restoration. 'One half of any derelict was always accounted the Vice-Admiral's.' And in the account rendered by Lord Mulgrave, Vice-Admiral of York, he charges himself with one half only of the value of the goods, the salvors being credited with the other half.²

After the
Restoration.

Shortly after the Restoration, when the Duke of York was Admiral, a question arose between the Crown and the Admiral as to the droits to which they were respectively entitled, and after this date 'droit' cases are rare and of small importance. Anchors and cables, buoys and buoy ropes, masts and spars, are the principal things salvaged. They are presented by the finder and condemned by a formal sentence, in which the names of the salvors are always given, but no mention of salvage reward is made. The ancient right of the salvor to his 'halvendele' seems either to have been lost sight of or to have dwindled to a precarious claim to a gratuity from the Crown or the Admiral. The Act 1 William IV., c. 25, s. 12, which transferred droits from the Crown to the Consolidated Fund, expressly reserves to the Crown the right to 'reward' the salvor or informer. References

¹ S. P. Dom. Chas. I. vol. 328, No. 23.

² Ad. Ct. Miscell. 260.

to most if not all the 'droit' cases occurring after the Restoration are given below.¹

During the last French war the sums in the Admiralty Registry to the credit of droits were very large. This was probably owing to condemnations of enemies' ships and goods seized in British harbours or cast ashore by weather; such property, not being prize of war, was an Admiralty droit. From 1793 to 1816 these sums amounted to £914,896 3s. 6d. The droits of the Crown were still larger. Sums of £100,000, £190,000, and £58,360 are mentioned as having been paid to members of the Royal Family; the last sum is stated to have been paid out on account of buildings, repairs, and furnishing of the Pavilion at Brighton.

Value of
droits during
the French
war.

The Files of 'Exemplifications' (*infra*, p. lxxv) contain further information as to wreck and salvage.

NOTE AS TO THE EARLY LAW OF WRECK.

It is said² that by the law of England flotson, jetson, lagon, and other sea estrays, if they be taken up in the wide ocean, belong to the taker of them, if the owner cannot be found. This does not seem to have been the law of the Admiralty. However this may be as to goods taken up on the wide ocean, such goods, if taken up in the narrow seas or upon the shore of England, have always belonged to the Sovereign.³ Originally they appear to have belonged to the Sovereign absolutely, without regard to the claim of the owner who had lost them. A copy of a charter which is of fairly good repute represents Edward the Confessor as granting to Ramsey Abbey the sea up-castings (Ʒa sæ úpwarp) at Brancaster and Ringstead in Norfolk.⁴ Henry I. and Henry II. are said to have mitigated the severity of the law of wreck, but the authority is doubtful.⁵ To things of little worth, such as boards, the Sovereign made no claim;⁶ but whales, sturgeons, grampuses, porpoises, and some other great⁷ and strange

¹ Libels File 126, No. 262; *ib.* No. 276 (articles for not presenting droits); file 125, No. 392; File 121, No. 74; File 125, Nos. 34, 92. See also the Act 13 Anne, c. 21, which recognises the salvor's right to reward; and the reported cases: the 'Thetis,' 3 Hag. 14, 62; the 'Salacia,' 2 Hag. 262; the Lord Warden of the Cinque Ports v. the King in his Office of Admiralty, 2 Hag. 438; the 'Blenden Hall,' 1 Dods. 414; The Dickenson, Hay and Mar. 1, 48.

² Hale, De Jure Maris, Hargr. Law Tr. 41. Cf. 1 Inst. 168: 'But if the treasure be found in the seas the finder shall have it

to this day.' See also 1 Blacks. Com. 295; cf. Chitty, Prerogative, 153.

³ See *infra*, p. 188, and *supra*, p. xxxv.

⁴ Kemble Cod. Dipl. No. 843; Earle Land Charters, 343 (ex. relat. Prof. Maitland).

⁵ Bracton, lib. 1, c. 17, Selden Soc. ed. vol. 8, p. 91; Hale, De Jure Maris, Hargr. Law Tr. 40. Bl. Com. I. 290; Leges Angl. Sax.; Spelm. (Wilkins), 805.

⁶ Bracton's Notebook, by Prof. Maitland, Case 1271.

⁷ Graspoij, *i.e.* crassus piscis. Britton, pp. 18, 68, ed. Nichols; Bracton, De Coronâ, lib. 3, fo. 120.

fishes, were royal perquisites. Richard I.¹ conceded that if the owner perished, his children, or in default of children his brother or sister, should have the goods. The next recorded enactment² as to wreck is by Henry III. in 1236. It is to the effect that if any man or beast escaped the owner of wrecked goods should have his property, provided he claimed within three months. We find similar law in the Norman *custumals*. Wreck which remained unclaimed for a year and a day fell to the lord of the fee, but valuable articles, such as gold, silver, war-horses, hawks, hounds, and clothes that had not been worn belonged to the Duke.³ Meanwhile those who seized wreck ashore without a grant from the Crown did so at their peril.⁴ In 1102⁵ a ship came ashore near Dungeness with treasure belonging to the King on board. The wreck was seized by the Abbot of Battle, who refused to give it up to the King's collector. The case came before the King, who '*morem servari patrium volens ecclesiamque suam offendere cavens*' ordered that the whole should belong to the Abbot. The '*mos patrius*' (? '*mos patriæ*') is explained in a case⁶ of the same period to be that if a ship comes ashore and the mariners fail to repair her within the time allowed—'*infra statutum terminum et tempus*'—the ship and goods are wreck, and belong to the lord of the soil. In 1167 a man was fined for seizing wreck without a warrant from the justiciar,⁷ and throughout the reign of Henry II. the sheriff had to account to the Crown for wrecks in his bailiwick.⁸ In 1269 a treaty with Norway provides that, in case of shipwreck in England or Norway, the owners shall not be deprived of their goods.⁹ In 1276 was passed the Statute of Westminster, 3 Edward I., c. 4, which contains an enactment as to wreck similar in terms to the ordinance of Henry III., but extends the period for claiming the property to a year and a day; and the so-called statute *De officio Coronatoris* (1277) provides that, 'concerning wreck of the sea, wheresoever it be found, if any lay hands upon it he shall be attached by sufficient pledges,

¹ The charter of Ric. I. is set out on an inspeximus by Edw. III., Rot. Vasc. 43 Ed. III. m. 8; see also Hoveden, *Rolls Ser.*, vol. 3, p. 68.

² Blackstone (I. 290) was misled by Rymer into attributing this ordinance to Henry II. The contemporaneous record is Chart. Roll. 20 Hen. III. m. 4; the text of *Ford.*, i. 227, is from a later copy. Wrecked goods were restored to their owner in 1227. See Cl. 11 Henry III. m. 7; *Rec. Fd.* II., 192 b; *Pat.* 42 Hen. III. m. 1 d.

³ *Très ancien coutumier*, ed. Tardif, 61; *Ancienne coutume*, ed. de Gruchy, 48. (*Ex. relat. Prof. Maitland.*)

⁴ Fines for seizing wreck, note 8, *infra* *Registr. Palatin. Dunelm.*, *Rolls Ser.* vol. iii. pp. 46, 60.

⁵ *Angl. Christ. Soc. Chron. Monast. de Bello.* 49; *Placita Anglo-Norman.* 86.

⁶ *Chron. Monast. de Bello.* 65; *Plac. Anglo-Norman.* 143.

⁷ '*Quia saisivit wreccum sine justicia*,' *Mag. Rot.* 14 Hen. II. rot. 9, m. 2, d.

⁸ *Mag. Rot.* 5 Hen. II. rot. 6, m. 2; 12 Hen. II. rot. 1, m. 1; rot. 3, m. 1, d; 14 Hen. II. m. 9 d (twice); 15 Hen. II., rot. 3, m. 2; 17 Hen. II. rot. 1, m. 1, d (all printed by the Pipe Roll Soc.).

⁹ *Ford.* i. 450.

and the price of the wreck shall be valued and delivered to the towns.' In 1353, by 27 Ed. III., st. 2, it was enacted that goods coming to land 'which may not be said wreck' shall, upon proof of ownership and without suit at common law, be delivered to the merchants 'paying to them that have saved and kept them the sum convenient for their travel.' So stood the law as to wreck until the year 1771. It remained for Lord Mansfield, in that year,¹ to decide that the property in wrecked goods was not diverted out of the owner by the fact that no living thing escaped from the wreck alive.

III. Prohibitions.

The File of Prohibitions, referred to above, Vol. I. pp. lxi., lxxxv. (Ad. Ct. Miscellaneous, 69), contains the following writs of prohibition, supersedeas, habeas corpus, and consultation, and other documents belonging to the period comprised in this and the preceding volume. It will be seen that the statement in Vol. I. p. lxxiii. as to the Admiralty not having been seriously interfered with by prohibition prior to the time of Lord Coke, and never in matters of prize or spoil, needs modification. The discovery of the File of Prohibitions, and incidents such as the threatened arrest of the Admiralty judge (*infra*, p. lii), the action of the Privy Council in *Combes c. Wyntropp* (*infra*, p. 22), *In re Gurney* (*infra*, p. 113, note 2), and *Barker c. Maynard* (*infra*, p. xlii), show that the dispute between the common law and Admiralty judges had reached an acute stage some time before the year 1606, when Lord Coke was raised to the bench. It will be seen that the earliest interference with the Admiralty jurisdiction here recorded was by way of supersedeas and certiorari, issuing apparently from Chancery; and that the common law courts were not resorted to for prohibitions, until it was found that applications to the Council and to the Chancellor usually resulted in the Admiralty being left to exercise the jurisdiction which it claimed. It will be seen also that the power of the common law courts to prohibit the Admiralty was denied by the Admiral and his judge; and, in this connection, it may be observed that both patents of Lord Clinton contain a clause purporting to confer upon him a jurisdiction independent of statutes, and also of prohibitions. The words of the first patent are: 'aliquo statuto actu ordinacione provisione prohibicione sive restriccionē . . . non obstante.'²

Supersedeas, not Prohibition, in earlier cases the usual course.

Lord Clinton's patent

¹ *Hamilton v. Davis*, 5 Burr 2732.

& 5 Ph. & M. pt. 1, m. 2; and Pat. 1 Mar.

² Pat. 4 Ed. VI., pt. 4, m. 7; cf. Pat. 4

pt. 5, m. 35 (Howard's patent).

The File
Prohibi-
tions.

The following are the prohibitions contained in the 'File of Prohibitions,' together with some others which issued during the sixteenth century.

A.D. 1531.
Barker c.
Maynard.

Barker c. Maynard. For proceedings in this case see Libels, File 1, Nos. 31, 32, 33, 34, 40, 41-42, and 42. File of Prohibitions, Nos. 83 to 69, and No. 43. Gilbert chartered his ship, the *Cheritie*, to Maynard for a fishing voyage, and advanced to Maynard £20, and salt for curing the fish to the value of 20 nobles. The *Cheritie* sailed and returned to Dartmouth with her catch of 7500 hakes, Barker being her master. On her return, Gilbert arrested the hake, under process out of the Mayor's court of Dartmouth, for the money advanced by him to Maynard. In this action Gilbert obtained judgment (see File of Prohibitions, No. 83), and a *fieri facias* issued for the amount of his debt. Thereupon Barker, his wages and the wages of the seamen being unpaid, articulated Gilbert and Anthony, the mayor of Dartmouth, in the Admiral's court for contempt of the Admiral's jurisdiction, and the hake were arrested by process of the Admiralty (*ibid.* No. 82). Gilbert appeared by Cowycke, his proctor, under protest, and upon his allegation that the Dartmouth court had given judgment in his favour, and that the hake had been seized under a *fi. fa.*, the Admiralty Court appears to have stayed proceedings. A writ from Chancery thereupon issued to the Admiralty judge, ordering him to proceed in the cause. Gilbert then obtained from Chancery a writ of supersedeas (*ibid.* No. 75) to the Admiralty; which, however, was shortly afterwards withdrawn, and liberty given to the Admiralty to proceed (*ibid.* No. 74). Gilbert then applied to the common law courts and obtained a prohibition (*ibid.* No. 80) to the Admiralty. A consultation (*ibid.* No. 79) was, however, soon afterwards awarded upon the ground that the suit of Barker c. Maynard was 'de et super quodam contractu sive re facta super mare,' and properly belonged to the Admiralty, and that the prohibition had issued wrongly upon a false suggestion; and the suit proceeded in the Admiralty. Gilbert entered an appearance in Admiralty by Cowycke, his proctor; but upon being cited to appear in person, both he and Cowycke made default, and were fined for contempt (*ibid.* Nos. 69, 70, 72). In their absence, a first decree was made, giving Barker possession of the hake (*ibid.* No. 71). Gilbert appealed to the King in Chancery, and an order was made that argument should be heard upon the question whether the appeal was to be tried according to the civil law or the common law. This appears to have been the main point in the

case, the dispute being whether the master's and mariners' wages, or the advance made to the charterer, should have priority. The decision was that the civil, and not the common, law applied, and the appeal was dismissed, the supersedeas (*ibid.* No. 73) which had issued to the Admiralty pending the appeal being withdrawn (*ibid.* No. 43).

The contention of the Admiralty practitioners in this case seems to have been that, in cases where the civil law—meaning the law merchant or law maritime—applied, the Admiralty had exclusive jurisdiction. This does not seem to have been the case where the cause of action arose within the limits of a local court, or where a special commission issued to justices to try by the law merchant. Thus in 1383 a commission of oyer and terminer issued to two justices of the King's Bench to try a case of freight of wine brought from Gascony to Ipswich, 'secundum legem mercatoriam.'¹ The action had been originally brought in the court of the bailiffs of Ipswich—'in curia nostra de Gipswico;' and the commission issued in consequence of the defendant having fraudulently, and for purposes of delay, obtained a similar commission to one John Bek. Other instances are given in Volume I. of this series where special commissions issued to justices to try maritime cases by the law maritime. But, except by special commission, it seems that the ordinary courts had no jurisdiction. The early case of *Pilk v. Venore*,² in which the Bristol court, applying the law of Oleron, held that the shipmaster is liable for loss of cargo by the theft of the crew, was removed into Chancery by certiorari, upon the ground, as Prynne suggests, that the trespass was committed at sea. And from the case of *Copyn c. Snoke*, mentioned below, p. lix, it would appear that at the end of the fourteenth century a shipowner was without remedy at common law for breach of a charterparty made abroad. As late as 1539 the common law courts had no jurisdiction in such cases, for in that year a bill to enable them to try contracts made beyond sea was rejected by the House of Lords (see *Lords' Journals*, vol. i. p. 112). There is a clear decision in 1280 that the common law courts had no jurisdiction at that time to redress a tort committed abroad. During

The law merchant; what courts could apply it.

The common law gave no remedy upon contracts or torts made or committed abroad.

¹ Pat. 11 Ed. I. m. 13, d. A writ of 1291 to the sheriff of Gloucester directs him, in a case of robbery of merchants ashore, to levy on the goods of the hundred to the amount of the loss, which is to be proved secundum legem mercatoriam; *Archæologia*, vol. 40, p. 93. In the case of 'breaking bulk,' Y. B. Ent. 13 Ed. IV., f. 9, pl. 5, the chancellor said that it should be tried before the council by 'le ley de nature.'

² A.D. 1349. Prynne, *Animadv.* 117. Cf. Hale's *Admiralty Jurisdiction*, Hargr. 93. 'I mention this case only as evidence that, pursuant to the *Carta Mercatoria*, 13 Ed. I., they did in the courts of cities determine maritime causes, which otherwise they could not have done, the matter arising out of the extent of the city and the jurisdiction of the ordinary courts.'

the disturbances in Florence, arising out of the contests between the factions of the Guelphs and Ghibellines, one Hugh Mape in Florence suffered losses for which he recovered judgment in England against members of the Bardi and Frescobaldi societies, and other Florentines. Judgment was reversed in error for the following amongst other reasons:—‘Eo quod non est consuetudo Anglie quod aliquis respondeat in regno Anglie de aliqua transgressione facta in extranea regione tempore guerre vel alio.’¹

To return to the File of Prohibitions. The next case is—

A.D. 1532.
Kydman
c.
Reynold.

Kydman c. Reynold, the ‘Trinitie’ File of Prohibitions, No. 45. Certiorari to Chancery: ‘Quia quibusdam certis arduis de causis certiorari volumus.’ Cf. Alee c. Atwod, *ibid.* No. 36.

A.D. 1533.
Sabyn
c.
Asee.

Sabyn c. Asee, File of Prohibitions, No. 44, writ withdrawing the supersedeas issued pending Asee’s appeal, the appeal having been deserted. See Libels File 1, No. 36.

A.D. 1535.
Dolphyn
c.
Hore.

Dolphyn c. Hore, *ibid.* No. 42, writ addressed to William Dolphyn . . . ‘quibusdam certis de causis coram nobis in Cancellaria nostra propositis tibi sub pena quingentarum librarum de terris et catallis tuis ad opus nostrum levandis firmiter injungendo precipimus quod tu sive aliquis alius tuo nomine procuracione seu mandato quocunque aliquam accionem sive processum alicujus accionis de debito ducentarum librarum aut juratum vel judicium inde versus Ricardum Hore in curia nostra Admirallitatis coram Admirallo nostro Anglie aut deputato suo seu deputatis suis ibidem ulterius minime prosequaris neque prosequi vel attemptari facias quovis modo donec licenciam a nobis vel a curia Cancellarie nostre predictae habueris in hac parte Et nihilominus tu ipse sis coram nobis in dicta Cancellaria nostra in octavis sancti Hillarii proximo futuri ubicunque tunc fuerit ad faciendum et recipiendum quod de te tunc ibidem contigerit ordinari . . .’

Ibid. No. 41 is a similar writ addressed to the attorney and counsel of Dolphyn.

Ibid. No. 40 is a writ of supersedeas in the same case, reciting the statutes of Ric. II. and Hen. IV., and dated five days after the last writ.

The Trinitie.

The Trinitie; File of Prohibitions, No. 49; Certiorari to Chancery, *ibid.* No. 39, withdrawal of the supersedeas.

Bremer
c.
Porter.

Bremer c. Porter, *ibid.* No. 48, withdrawal of supersedeas (see Vol. I. p. 59). After reciting the supersedeas the writ proceeds: . . . Quibusdam tamen certis de causis nos jam moventibus ac pro eo quod placita et querele versus dictum Walterum in curia nostra Admi-

¹ Cor. Reg. Mich. 9 and 10, Ed. I., rot. 53. Instead of the familiar county venue, this roll has in the margin ‘Florenc.’ As to piracy, see 40 Ass. pl. 25; Co. Sit. 391, a.

rallitatis nostre predictę pendentia pro diversis contractibus super alto mare factis et non alibi placita existunt prout ex parte dicti Petri nobis est monstratum vobis mandamus quod si ita est tunc in placitis et querelis predictis cum ea celeritate qua de jure et secundum legem et consuetudinem curie Admirallitatis predictę poteritis procedatis Teste me ipso.

Joye and Norman c. Johnson; No. 38, Prohibition, teste Fitzjames, C.J., after reciting 15 Ric. II., c. 3, and that Joye and Norman were suing Elizabeth Johnson, executrix of John Johnson, in Admiralty, for a debt of her testator's, and upon a bond for securing the same, alleged to have been executed 'in rivo Thamisie infra jurisdictionem marittimam dicti Admiralli,' but in fact made in the body of the county of London. The prohibition is in the form of No. 46, *infra*.

A.D. 1536.
Joye
c.
Johnson.

Ibid. No. 37 is another prohibition in the same case, dated three days later, and concluding with a penalty of £40, in case of disobedience. These writs are both addressed to the Admiral and his deputy.

Davy c. Turnour, *ibid.* No. 34, withdrawal of the supersedeas previously issued, similar to No. 35, *supra*.

Sutton c. Petyte, File of Prohibitions, No. 35; withdrawal of supersedeas (see Vol. I. pp. lxxv, 48) upon the following ground: . . . quod contractus et convenciones predicti inter ipsum Lodowicum et prefatos Johannem Andream et Danielelem habiti et confecti infra jurisdictionem curie Admirallitatis facti et contracti . . . and that the statutes of Ric. II. had not been violated.

A.D. 1537.
Davy
c.
Turnour
Sutton
c.
Petyte.

Joy and Norman c. Howe, File of Prohibitions, No. 53, writ of prohibition, tested by Fitzjames, C.J., alleging that the contract of hypothecation of the 'Mary Martyn' was made in London, and reciting 15 Richard II. c. 3. *Ibid.* No. 52 is a note of the service of the writ upon the judge of the Admiralty.

Joy
c.
Howe.

In re John Andrewes; File of Prohibitions, No. 32, writ of habeas corpus (teste R. Lister) from the Court of Exchequer. There is an endorsement to the effect that Andrewes appeared before the Admiral ten days after the date of the writ . . . et de mandato retrodicti Ricardi Pollard domini sui ut asseruit renunciavit brevi et submisit se examini ipsius domini magni Admiralli.

A.D. 1538.
In re John
Andrewes.

Godmanston c. Barnard, the 'Thomas,' File of Prohibitions, No. 31, supersedeas, reciting the statutes of Ric. II., and stating that the suit was upon a contract made in London.

Godmanston
c.
Barnard.

Hycklet c. Grigill, File of Prohibitions, No. 33. In this case the process of the Admiralty appears to have been resorted to by the

A.D. 1539.
Hycklet
c.
Grigill

ecclesiastical court. The writ, endorsed 'breve de excommunicato capiendo,' addressed to the Admiral and his deputy, is as follows:

... significaverunt nobis humillimi et devotissimi oratores ac subditi Johannes Olyver et Edwardus Carne legum doctores et judices delegati in causa appellacionis que coram nobis ex delegacione nostra regia inter Ricardum Hycklet laicum de Berkyng in comitatu Essexie partem appellantem ex una et Johannem Grigill clericum ex altera per litteras suas patentes quod predictus Ricardus Hycklet propter suam manifestam contumaciam pariter et offensam in non parendo certis monicionibus sibi per nos auctoritate nostra regia tanquam supremi capitis antedicti ordinaria excommunicatus est nec se vult per censuram ecclesiasticam justiciari Quia vero potestas regia sacrosante ecclesie in querelis suis deesse non debet vobis mandamus quod ipsum Ricardum per corpus suum secundum legem et consuetudinem regni nostri Anglie justicies donec sancte ecclesie tam de contemptu quam de injuria ei illata ab eo fuerit satisfactum Teste me ipso apud Westmonasterium xxviii die Januarii anno regni nostri tricesimo.

There is an endorsement by the Registrar of the receipt of the writ. The case has not been found in the File of Libels.

A.D. 1540.
Lestraunge
c.
Rychemonde

Lestraunge v. Rychemonde, File of Prohibitions, No. 54, writ of supersedeas to the Admiral and his deputy, reciting both statutes of Ric. II., the contract having been made at Yarmouth. See Libels File 8, No. 62.

The
Leonard

The 'Leonard,' File of Prohibitions, No. 30, order from the Council to Berber and Howett, sureties for James, a Spanish merchant, to restore the 'Leonard,' or her value, according to the bond entered into by them in the Admiralty, the decision of the Council being that she was wrongly arrested. Penalty £500 in case of disobedience.

In re Myddleton.

In re Myddleton; File of Prohibitions, No. 55, (copy) writ of supersedeas to the Bishop of Llandaff and the Council of the North, directing them to stay proceedings in a suit against Myddleton which belongs to the Admiralty. Endorsed is a copy of a similar writ to the Sheriffs of York in a suit against John Bate (?).

A.D. 1542.
Dolphyn.
c.
Shutford

Dolphin c. Shutford; File of Prohibitions, No. 68. Writ of habeas corpus, tested by Montagu, C.J., addressed to Sir John Russell, the Lord High Admiral, ordering him to bring up Shutford 'ad prosequendum quandam billam suam versus Willelmum Dolphyn de placito transgressionis super casum ut ulterius in hac parte procedere valeamus.' In 1540 Dolphyn had sued Shutford in Admiralty for trespass to the 'William' at Falmouth. Pro-

hibitions and a habeas corpus issued (*Ibid.* Nos. 56, 57, 58); but the suit proceeded and sentence seems to have been given against Shutford. In 1542 Shutford seems to have sued Dolphyn upon 2 Hen. IV. c. 11, for wrongfully suing him in Admiralty, and to have obtained a second habeas corpus. To this writ Russell answers (*Ibid.* No. 61) as follows:

. . . 'Certificemus quod tam ex legibus libertatibus consuetudinibus et prerogativis officio vestro Admirallitatis vestre Anglie de jure et prerogativa vestris regiis spectantibus quam eciam ex consuetudinibus hujus vestri regni Anglie ab antiquo ac a tempore et per tempus cujus contrarii memoria hominum non existit inviolabiliter observatis et usitatis magnus Admirallus vester Anglie Wallie Hibernie ville et marchiarum Caleti Normandie Gasconie et Aquitanie pro tempore existens non debet nec solet neque consuevit esse intendens alicui precepto sive brevi vestro de habeas corpus ab aliqua curia vestra apud Westmonasterium aut alibi infra regnum vestrum predictum quovismodo emanato quia quilibet actor sive reus coram magno Admirallo vestro pro tempore existentii gravatus arrestatus vel aliquo modo detentus existens per leges libertates consuetudines et prerogativas predictas possit de tempore in tempus ac de jure et ceteris premissis ad vestram regiam majestatem in curia Cancellaria vestra et non alibi appellare ubi per appellacionem hujusmodi cuicunque appellanti sufficiens remedium juxta juris exigenciam in ea parte usitatam provisum existit' . . . adding that he cannot execute the writ of habeas corpus without transgressing the law and prejudicing the King's prerogative and the Admiral's jurisdiction. The answer of Dr. Husse, the judge of the Admiralty, follows and is to the same effect (*ibid.* Nos. 60, 61); giving further reasons for not executing the writ. There is a certificate (*ibid.* No. 60) of the above return to the writ having been made in the King's Bench, and a note that the same day the justices were summoned before the Council.

Ibid. No. 59 is a similar writ of habeas corpus, with a supersedeas from the Court of Exchequer, in the matter of Thomas Pyke. Pyke is to be brought up . . . 'ad respondendum nobis de centum et quinquaginta libris quas nobis debet (*sic*) prout per inspectionem Rotulorum de Scaccario nostro nobis constat.' The writ is tested by Broke, C.B., and is dated December 5, 1553. A return similar to that in Shetford's case was made to the Court of Exchequer by Dr. Cooke, the judge of the Admiralty.

A.D. 1553.
In re Pyke.

Gylle c. Emerson, File of Prohibitions, No. 29. Writ of supersedeas (*teste me ipso*), reciting the statutes of Ric. II. and 2 Henry IV.

A.D. 1543.
Gylle
c.
Emerson.

c. 11, and that the contract in question was made in the county of Kent, and ordering proceedings in the Admiralty to be stayed.

Gylbert
c.
Lynsey.

Gylbert c. Lynsey, File of Prohibitions, No. 67. Writ of supersedeas, reciting 15 Ric. II. c. 11, and ordering a stay of proceedings in the Admiralty. The suit was for detainee of a boat found in the Thames; the sentence is set out Vol. I. p. 132.

A.D. 1544.
Warner
c.
Wheler.

Warner c. Wheler. File of Prohibitions, No. 50. Writ of Prohibition issued from Chancery, reciting that Warner sold oil to Wheler in London, and that Wheler paid for it, and proceeding as follows:

. . . Et licet cognicio contractus empcionis et vendicionis et non solucionis prout implacitacio cause et causarum hujusmodi infra corpus comitatum factarum ad nos coronam et dignitatem nostram spectat et pertinet et coram nobis fieri debeat prefatus tamen Robertus Warner callide machinans cognicionem cause illius tanquam civilem et maritimam ad vos spectare et pertinere ipsum Henricum occasione debiti illius seu saltem parcellae ejusdem ut pretendit et asserit non soluti per arrestacionem bonorum et catallorum ejusdem Henrici super aquas Thamisie existentium coram vobis utpote in causa civili et maritima pretensa traxit in litem vosque de et in eadem causa sicuti ex querela sua accepimus cognovistis licet minus juste et quia non est consonum rationi quod quis pro aliquibus contractibus empti et venditi seu debitis que coram nobis placitari debeant et in curia nostra rite prosequi possint coram vobis in curia Admirallitatis nostre implacitetur Vobis prohibemus . . . (*in common form*).

On January 17, 1545, this prohibition was withdrawn by a writ of supersedeas (File of Prohibitions, No. 47), issued upon the following ground:

. . . 'Nunc tamen quibusdam certis de causis coram nobis in Cancellaria nostra propositis vobis mandamus quod super placito predicto inter prefatum Robertum et dictum Henricum de prefatis quinque doleis olei [cum ea celeritate]¹ qua de jure et secundum legem et consuetudinem curie Admirallitatis nostre predictae potitis procedatis dicto brevi nostro in contrarium inde directo non obstante Teste me ipso . . .'

A few days afterwards, on January 20, 1545, a prohibition issued from the King's Bench (see Cor. Reg. Hil. 86, Hen. VIII., r. 127) founded on 15 Ric. II. c. 3; and the next day Wheler brought his action in the King's Bench against Warner upon 2 Hen. IV. c. 11, for wrongfully suing him in Admiralty; see Vol. I. Introd. p. lxxvii.

¹ These words have fallen out.

Lewes (or Carre) c. Toly. File of Prohibitions, No. 46. Prohibition; tested by Montagu, J., recites both statutes of Ric. II., and states that Lewes in breach of these statutes and of 'diversa statuta contra sustentatores et manutentatores querelarum in patria vel alibi nuper edita . . . sub nomine cujusdam Humfredi Carre de Dansyke' has arrested by Admiralty process Toly and his goods, for breach of an alleged contract made between Carre and Perpoynt at Dantzic, and proceeds:—'Vobis igitur prohibemus et precipimus ne ipsum Henricum Toly pro aliquibus contractibus premissa aliquoliter tangentibus nec aliquibus aliis placitis seu querelis per terram sive per aquam infra corpus alicujus comitatus regni nostri Anglie factis sive emergentibus contra formam statuti predicti molestetis in aliquo seu gravetis'¹ . . . See Vol. I. Introd. p. lxxvii.

Lewes (or
Carre)
c.
Toly.

Bell c. Crane, File of Prohibitions, No. 65. Writ of prohibition, tested by Lyster C.J., reciting 13 Ric. II. c. 5. *Ibid.* No. 64 is a writ of consultation, also tested by Lyster, C.J., giving the Admiralty liberty to proceed, the prohibition having issued upon a false suggestion that the contract was made at Dartmouth—'et quia cognitionem jurisdictionemque Admirallitatis in causis marittimis per hujusmodi callidas asserciones impedire nolumus.' See Vol. I. pp. lxxviii, 129.

A.D. 1548.
Bell
c.
Crane.

In re Southwell, Brand c. Cowper; File of Prohibitions, No. 63. Writ of prohibition, tested by Lyster, J. Brand arrested the 'Hare' for a debt due to him from Cowper. Cowper had previously sold the 'Hare' to Southwell, but had not delivered her. Southwell intervened in the suit, claiming that by the law of England the 'Hare' was his property; but the judge of the Admiralty rejected his claim upon the ground that by the civil law the property in the 'Hare' had not passed to Southwell, there having been no delivery. *Ibid.* No. 62 is a similar prohibition in Goodwin c. Cowper upon similar grounds, namely, that the Admiralty was proceeding 'contra legem et consuetudinem regni nostri Anglie.' The following is the passage in the prohibition that refers to this point:

A.D. 1548.
In re South-
well, Brand
c.
Cowper.

. . . 'Et quanquam post arrestacionem et attachiamentum predicta scilicet quinto die Novembris anno regni nostri tercio supradicto ad dictam curiam Admirallitatis adtunc tentam apud Southwerk predictam in dicto comitatu Surreie coram vobis dictus Johannes Southwell per Johannem Lewes sufficientem procuratorem suum in hac parte comperuit et allegavit quod arrestacio et attachiamentum predicta de predicta navi et suis pertinentibus pro debito dicti Thome

¹ Dated 12 Feb. 80 H. 8, 1539, but exhibitum March 3, 1544.

Cowper ut de et super bonis ejusdem Thome secundum legem Anglie fieri non debuit pro eo quod per barganiam et vendicionem predicta proprietas ejusdem navis et omnium pertinentium sive eidem navi spectantium fuit immediate post barganiam et vendicionem illa in dicto Johanne Suthwell et non in dicto Thoma Cowper Vos tamen suggerendo et supponendo quod juxta legem civilem arrestacio et attachiamentum predicta sunt valide et legittime pro eo ut assertis juxta legem civilem quod proprietas navis illius et ejus pertinentium tempore arrestacionis et attachiamenti predictorum non fuit in dicto Johanne sed in dicto Thoma Cowper eo quod predicta navis cum suis pertinentibus post barganiam et vendicionem predicta non fuit per dictum Thomam Cowper prefato Johanni Suthwell tradita et deliberata. . . .'

A.D. 1556.
Brian
c.
Brown.

Brian v. Brown¹ was a suit in Admiralty 'super quadam billa obligatoria.' A prohibition issued, founded upon 15 Rich. II. c. 3, stating that in Admiralty it was falsely suggested that the bond was made 'infra jurisdictionem marittimam,' whereas it was made in fact in the body of the county of Lincoln.

A.D. 1557.
Masheroder
c.
Wynn.

Masheroder c. Wynn,² cited by Coke nom. Masherode c. Wynn, is not amongst the Admiralty court records. It was a suit for non-delivery of barley sold by Masheroder to Wynn. A prohibition was issued by Croke, J., upon the ground that the contract was made within the county of York, at Beaghall (Bykhal), and that the suit was contrary to 15 Ric. II. c. 3.

Inne
c.
Garland

Inne c. Garland,³ also cited by Coke, was a suit for an account of the proceeds of cloths received by Inne from Garland for sale. Croke, J., granted a prohibition upon the same grounds as in the last case, the goods having been received at Lyme Regis in Dorsetshire. The prohibition is not amongst the Admiralty records.

A.D. 1559.
Colclough
c.
Hound.

Colclough c. Hound, *infra*, p. 108, was a suit to recover money owing upon a contract alleged to have been made in partibus ultramarinis. The writ of supersedeas recites the statute 13 Rich. II. s. 1, c. 5, and also 2 Hen. IV. c. 11, and states that the contract was made at Calais—'infra corpus comitatus Calisie.'

A.D. 1561.
In re
Nicholas.

In re Nicholas. File of Prohibitions, No. 51. Writ of prohibition, tested by Catlyn, C.J., reciting both statutes of Rich. II. Nicholas had been arrested by process of the Admiralty under 28 Hen. VIII. c. 15 for piracy. He is charged in the Articles which

¹ Com. Roll Trin. 3 and 4 Ph. and M. rot. 904. Not amongst the Admiralty Records.

² Com. Roll, Trin. 3 and 4 Ph. and M. rot. 709. Cited, Fourth Inst. p. 139.

³ *Ibid.* rot. 811.

were exhibited against him with being accessory to one Collett who, in the 'Bonaventure,' had spoiled goods in English ships; and it is further charged that, the 'Bonaventure' having been wrecked on the Cornish coast, Nicholas knowingly bought the spoiled goods from Collett. The prohibition states that Nicholas alleged that he had lawfully bought the goods in Devonshire, that they were not spoiled goods, and that he was not accessory to any spoil and proceeds:—

. . . Et ulterius idem Nicholaus dicit quod in dicta curia Admirallitatis respondere compellitur in causa predicta secundum jus civile et non secundum communem cursum regni Anglie prout in eodem statuto de anno vicesimo octavo nuper regis Henrici octavi ordinatum existit et quod ipse in eadem curia examinabatur et respondere compellabatur coram Davide Lewes locum tenente seu deputato vestro et non coram commissionariis per aliquam commissionem sub magno sigillo Anglie confectam appunctuatis secundum effectum statuti predicti et hoc idem Nicholaus paratus est verificare Unde nobis supplicavit idem Nicholaus . . . (*prohibition in common form*).

Jeromini and Goodwin c. Luporini: File of Prohibitions, No. 13. Writ of Consultation. The prohibition (teste Catlyn, C.J.) issued upon a false suggestion that the goods in dispute had been bought at Dover by Barnaby, the principal (magister) of Luporini; whereas they had in fact been bought at sea by Luporini of Estmovem, a German pirate, Luporini knowing that they were pirate goods. By the present writ leave is given to the Admiralty to proceed in the cause . . . 'cognitionem que ad curiam nostram Admirallitatis pertinet in hac parte nolentes per hujusmodi falsas et callidas asserciones diucius impedire . . .'

A.D. 1570.
Jeromini
c.
Luporini.

Barker c. Hubbarde. File of Prohibitions, No. 11. Writ of Consultation, teste Wray, C.J. The prohibition had issued upon a false suggestion, that the spoiling of the 'Fower Semen of Ammond' ('Four Sons of Ammon') occurred at Lynn, in Norfolk, whereas it was in fact at sea. Leave is given to proceed in Admiralty . . . 'quia nolumus cognitionem que ad vos et curie nostre Admirallitatis pertinet ad aliud examen trahere vobis significamus quod in causa predicta quatenus de transgressione super altum mare ac infra jurisdictionem maritimam et non de re infra corpus comitatus contingente coram vobis dumtaxat agatur licite procedere poteritis et ea facere que ad vos vestramque jurisdictionem marittimam noveritis pertinere . . .'

A.D. 1580.
Barker
c.
Hubbarde.

c. Sympon. File of Prohibitions, No. 19. Christopher . . . sued Thomas Sympon before Doddesworth, judge of the Admiralty in the north, for that Christopher . . . and Sympon

c.
Sympon.

in 1586, made a contract that Sympson was to take on board the 'George,' in the Humber, sixty quarters of grain, to be carried for a freight of 10*d.* per quarter on sixty quarters¹ to York, and there delivered to Christopher. Judgment was given for Christopher, and Sympson appealed to the High Court of Admiralty. Subsequently Sympson got a prohibition to the Admiralty, upon the ground that the contract was made at Beverley, in the county of York, and was not to the effect set out in Christopher's libel before Doddesworth. Upon proof that the suggestion upon which the prohibition had been obtained was false, Wray, C.J., grants a consultation, and liberty is given to the Admiralty to proceed.

A.D. 1590.
Paulston
c.
Walton.

Paulston c. Walton. File of Prohibitions, No. 12. Writ of consultation, teste Wray, C.J. The prohibition had issued upon a false suggestion that the defendant had bought the goods in dispute, in good faith, in the county of Norfolk, whereas in fact he had knowingly bought them at sea of pirates. The writ is similar to No. 11. The prohibition, after being withdrawn, re-issued, and an attachment issued against Dr. Cæsar for not having issued a supersedeas as required by the Queen's Bench.²

A.D. 1571-
1599,
In re
Landye.

In re Landye. File of Prohibitions, No. 17. Writ of Consultation. Halfe, at Plymouth, sold fifty dickers of hides to Holman. Landye arrested them by Admiralty process, alleging conversion and detainue by Holman. Holman got a prohibition (*ibid.* No. 18), suggesting that he had bought them at Plymouth, in the body of a county and not upon the sea as alleged by Landye, and that the Admiralty judge refused to admit his plea to that effect. Shortly afterwards a consultation (*ibid.* No. 17) was awarded by the Queen's Bench (teste Popham, C.J., and dated May 26, 1598). *Ibid.* No. 16 is the sentence in Landye c. Holman, a suit in Admiralty by Landye, owner of cargo in the 'Mary Adventure,' against Holman charging him with being privy to the spoil of the 'Mary Adventure.' The sentence condemns Holman to restore the goods or their value. *Ibid.* No. 15 is a writ of consultation in Landye c. Prideaux, tested by Popham, J., and dated February 12, 1595, withdrawing a prohibition issued in the same suit in respect of soap sold to Prideaux by Sydenham, master of the 'Black Boat' (as suggested) at Padstowe. The consultation issues upon the following ground: '. . . quia tamen justiciariis nostris apud Westmonasterium per debitam examinacionem in hac parte factam satis constat quod predicta curia nostra Admiral-

Landye
c.
Prideaux.

¹ Certain, and 10*d.* per quarter for all beyond the 60 quarters. ² See Lansd. MSS. 142, fo. 457.

litatis in hujusmodi placitis dummodo res sic habeant aliquantulum in eisdem impediri aut retardari non debeat . . .’ *Ibid.* No. 8 is a writ of consultation in *Landye c. Prideaux*, tested by Popham, J., and dated June 26, 1599, in respect of 56 dickers of hides sold by Sydenham to Prideaux, as suggested, at Padstowe. This writ concludes as follows: ‘. . . Ideo vobis mandamus quod predictus Patricius [Landye] in causa predicta quoad omnes hujusmodi res et contractus predictos factos super altum mare vel super ea necessaria dependentia ita quod vos vel predictus Patricius de aliquibus rebus vel contractibus infra corpus alicujus comitatus regni nostri Anglie factis nullatenus se intromittatis vel intromittat . . .’ *Ibid.* No. 6 is a similar writ of consultation in *Landye c. Prideaux*, tested by Anderson, C.J., and dated June 30, 1596, withdrawing a prohibition that had issued in the same suit, which was in respect of other parts of the cargo (50 dickers of hides) of the same ship also sold by Sydenham to Prideaux.

Humfrey c. the ‘Orphant,’ Matthewson, owner, intervening; File of Prohibitions, No. 14. Humfrey supplied biscuits to the ‘Orphant,’ which was fitting out in the Thames. He arrested the ‘Orphant’ for the price of the biscuits, alleging the contract to have been made ‘apud quoddam ambulatorium Anglice a gallerie direct’ super rivum Thamisie.’ The writ is either a prohibition or a consultation, but it is so mutilated that the present writer cannot say which it is.

A.D. 1592.
Humfrey
c.
the ‘Or-
phant.’

*Bence c. Wilcocks*¹ was a suit before Dr. Talbott, judge of Sir Robert Southwell, Vice-Admiral of Suffolk, for wages earned by a seaman on board the ‘Olivant’ in a fishing voyage from Aldeburgh, in Suffolk, to Iceland and back. A prohibition, founded upon the statutes of Rich. II., issued, stating that the suit was ‘de contractu predicto infra corpus dicti comitatus Suffolcie facto et emergente.’

Bence
c.
Wilcocks.

A prohibition in *Morecombe c. Somers* is mentioned² as of the year 1595. Somers appears to have been sued in Admiralty for having kept possession of prize goods awarded to Morecombe by the Admiral, as arbitrator.

A.D. 1595.
Morecombe
c.
Somers.

In re Butler, Burroughe c. Butler was an action to try a right of way over the sands of the river Wear in Lancashire. The prohibition, *infra*, p. 177, which recites 15 Rich. II. c. 3, was granted by Anderson, C.J. The libel is in the same File, No. 235.

In re Butler,
Burroughe
c.
Butler.

In re Bucknam, cited by Coke, is to be found in the Common

A.D. 1597.
In re Buck-
nam.

¹ Com. Roll, Hil. 35 Eliz. rot. 134; not amongst the Admiralty Records.

² Petyt MSS. 518, Inner Temple, fo. 94, b; Com. Roll, Hil. 38 Eliz. rot. 718 is a wrong reference. Proceedings in the suit

are in Libels, File 60, Nos. 58, 106, 114; File 59, No. 163. The prohibition is probably that mentioned Leon. pt. 2, 182; Dyer, 159, b.

Roll, Mich., 39 & 40 Elizabeth, rot. 3158. It does not recite either of the statutes of Rich. II., and is granted upon the ground that—*'omnia et singula placita de quibuscunque debitis et contractibus ac securitates proinde facte et eorum validitates tangentia et concernentia'*—'all pleas of debt and contract and securities made thereon touching and concerning the validity of the same'—belong of right to the common law courts.

*In re Shirt
and Lloyd.*

In 1596-7 Shirt and Lloyd obtained a prohibition¹ against proceedings in the Admiralty upon a recognisance entered into by them for Shirt's appearance to answer articles touching certain matters which were objected against him *'in regie majestatis et domini magni Admiralli nomine'* by Dr. Trevor, judge of the Vice-Admiral of North Wales. Sentence had been given in the High Court by Dr. Cæsar declaring the bond forfeited, and a warrant to levy 200*l.*, the penalty of the bond, had issued, and also a warrant to arrest Shirt. The prohibition recites the statutes of Rich. II., and states that the bond was made at Beaumaris—*'Bellomarisc' predictam infra corpus comitatus Anglie et non super alto mare nec infra jurisdictionem Admiralitatis Anglie;* that Shirt had in fact appeared in Admiralty, and that no libel specifying the charges against him had been delivered.

*Bromley
c.
Foxgrave.*

Bromley c. Foxgrave. File of Prohibitions, No. 10; Writ of Consultation. The *'St. Andrew'* was sent on a voyage to Lisbon. There she was arrested and sold in an Admiralty suit. Bromley, alleging that half of the *'St. Andrew'* belonged to him, sued Foxgrave, her master, for half her value. A prohibition issued to the Admiralty, but upon proof that the matter was *'de re et actu facto super altum mare et non infra corpus comitatus civitatis Londoniensis,'* as alleged by Foxgrave, a consultation was awarded, teste Anderson, C.J.

*Poynter
c.
Gore.*

In the same year, 1597, Poynter² and others obtained three prohibitions against Gore, Jaques Falloyse, and Egidius Howland, upon the ground that the debts for which those three plaintiffs were suing in Admiralty were all incurred in London *'in parochia de Belingsgate.'*

*A.D. 1598.
Foxe
c.
Ashton.*

Foxe c. Ashton; See Libels, File 66, No. 139, sentence; Libels File 65, No. 123, Libel. File of Prohibitions, No. 7. Writ of consultation. Foxe arrested the *'Sparke,'* alias the *'Michell,'* for goods supplied to her on the order of Ascoghe, her owner, and used by her at sea. Ashton intervened in the suit, and afterwards obtained a prohibition from Popham, C.J., upon the suggestion that the statutes of Rich. II. had been violated, the ship being his by purchase within

¹ Com. Roll, East. 39 Eliz. rot. 110.

² Com. Roll, Tr. 39 Eliz. rot. 1927.

the body of a county from Ascoghe. Ashton was ordered to declare in prohibition, and at the trial failed to appear. The jury found a verdict for Foxe, and a consultation was awarded by Popham, C.J., liberty being given to the Admiralty to proceed. *Ibid.* No. 23 is a similar writ of consultation of the same date, giving the Admiralty leave to proceed in Buckhurst *c.* Ashton, a suit against the same ship for goods supplied to her by Buckhurst; see Libels, File 65, No. 121.

Buckhurst
c.
Ashton.

Monyes *c.* Thomason. File of Prohibitions, No. 28. Writ of consultation. Monyers, a Frenchman, the owner of goods captured in the 'Flying Hart,' by the 'Fortune,' of which Thomason was the owner or setter out, and Edwards the master, libelled Thomason and Edwards in Admiralty, alleging that the goods were his, and that the 'Fortune' had seized them without having letters of reprisal. Upon a suggestion that the statutes 13 Rich. II. c. 5, 15 Rich. II. c. 3, and 2 Hen. IV. c. 11, had been infringed, and that he, Thomason, was no party to the spoil, and further that the goods were in fact Spanish enemies' goods, and that the judge of the Admiralty had refused to admit a plea to this effect, Thomason obtained a prohibition to the Admiralty. Anderson, C.J., however, awarded a consultation—'*quia iusticiariis nostris apud Westmonasterium per debitam examinacionem premissorum satis constat quod causa predicta ad predictam curiam Admirallitatis pertinet*'—and gave leave to the Admiralty to proceed.

A.D. 1599.
Monyers
c.
Thomason.

Cornelison *c.* Gilbert, The 'St. Mary.' File of Prohibitions, No. 26; Com. Roll, Hil. 43 Eliz. rot. 1801. Writ of consultation addressed to Sir Julius Cæsar and twenty-three others, commissioners to hear cases of spoiling of friends' ships by Englishmen, upon the application of Sir John Gilbert, Richard Drake, and others. The writ recites that a prohibition had issued to the commissioners at the instance of Gilbert and his companions upon the ground that the interpretation of statutes belongs to the 'temporal' courts; and that pleas touching the property in goods, and the breaking of statutes, belong to the King and his crown, and ought to be tried by the common law, and not before commissioners; it recites also 20 Hen. VI. c. 1, which provides that letters of safe conduct granted to enemies shall be enrolled, and that English captors of ships and goods not provided with letters of safe conduct shall not be arrested or vexed (*non dampnificati essent in personis nec bonis suis*) in respect of such captures if they undertake to make restitution in case of proof of letters of safe conduct; and states the allegations upon which the prohibition was granted, namely, that Gilbert and his companions

A.D. 1601.
Cornelison
c.
Gilbert.

were English subjects; and that a ship called the 'St. Mary,' laden with sugar and other goods, belonged to Spaniards, enemies of the King, who had no letters of safe conduct enrolled as by the law provided; and that on the same 31st December, 1599, Gilbert and his companions, on the high sea, captured the 'St. Mary,' and on the 1st February, 1600, brought her to Dartmouth; and that one Christopher Cornelison, against the law and contrary to the statute of Hen. VI., sued Gilbert and his companions before the commissioners for seizing sugar and other goods on board the 'St. Mary,' alleging in his libel that the 'St. Mary' belonged to merchants of Flushing, allies of the King, and that Cornelison, of Middlesburgh, in Zeeland, was master of her, and that, at the end of 1599 and beginning of 1600, whilst she was lying at Lisbon, he shipped in her the goods in question, to be carried to Venice on his own account; and that, on her voyage there, Gilbert and his companions captured her off Cape St. Vincent, and brought her to Dartmouth, seizing the goods in her, and taking them out of the possession of Cornelison and his crew; falsely alleging that the ship and goods belonged to Spanish enemies who had no letters of safe conduct, duly enrolled, as aforesaid; and that, although Gilbert and his companions pleaded that they were willing to give security for restitution of the goods if they should be found to have been wrongly captured, and to prove that they were good prize, nevertheless the Commissioners refused to admit their plea, and Cornelison was endeavouring to obtain restitution of the goods by the commissioners' sentence; wherefore a prohibition issued to the commissioners, directing them not to entertain the suit of Cornelison. But upon further consideration a consultation is awarded—'*dummodo nihil agatur contra formam et effectum statuti predicti coram vobis dignitate nostra legibus statutis et consuetudinibus regni nostri Anglie in ea parte omnino illesis.*' The writ is tested by Anderson, C.J., and dated 12th February, 1601.

Nos. 27, 25, and 24 in the same file are similar writs of consultation, all relating to cargo in the 'St. Mary,' captured by Sir John Gilbert, and claimed by Netherlands owners; in respect of which claims prohibitions had issued. All the writs are of the same date, 12th February, 1601, and all are tested by Anderson, C.J.

Freeman c. Lydyard; File of Prohibitions No. 20. Rolfe hired Freeman to build for him at Woolwich a vessel, which he afterwards sold to Lydyard. Freeman arrested her in the Thames by warrant from the Admiralty, in respect of the contract for building her entered into by him with Rolfe, and compelled Lydyard to come and

A.D. 1603.
Freeman
c.
Lydyard.

defend the ship in the Admiralty Court, and to pay the purchase money owing by Rolfe to Freeman. Lydyard obtained a prohibition to the Admiralty, but a consultation is granted. In 1602 a proclamation issued that spoil cases should not be stopped by prohibition.¹

In Sir Julius Cæsar's papers² mention is made of prohibitions having issued in the following cases, which the present writer has been unable to trace :—Jackson c. Watson (where a consultation was awarded) ; Offield c. Turner ; Vincent c. Cotton (enforcing a surety's bond) ; and Gwynne c. Constantine, a suit upon a charter-party, mentioned also by Lord Coke as of 28 Eliz. and in Godbolt, p. 386. Mention of other prohibitions will be found in Dyer, 159, b ; and in Coke's Fourth Institute, tit. Admiralty, pp. 137, *seq.* In Ad. Ct. Miscell. 29, an early (1513) slander case, 'Wilkinson (or Chauncey) c. Fentenson,' is mentioned, in which a supersedeas issued ; but proceedings appear to have been afterwards taken against the same defendant for contempt. Few, if any, writs of prohibition occur upon the Files of Libels after the reign of Elizabeth ; but several occur in the 'Miscellaneous' bundles, and a list is given in Miscell. 250 of no less than forty-five that issued in the first eight years of the reign of James I. These include, besides the matters dealt with by the above writs, almost every subject in which the Admiralty claimed jurisdiction, not excepting collision on waters within a county, piracy, bottomry, interloping, wreck, ownership, and prize. Coke was not appointed to the Bench until 1606 (4 Jac. I.), so that it cannot be said that the attack upon the Admiralty originated with him. Other prohibitions are printed below.³

IV. Early references to the Admiralty Court.

The following early references to Admiralty matters have come to the notice of the writer since the publication of Vol. I.

Pat. 19 Ed. I. m. 17. Commission of oyer et terminer to Stephen de Pencestre, Warden of the Cinque Ports, touching trespasses on men of France by men of the ports of the King of England, to be conducted thus : The plaintiff is to affirm, under the seal of the town to which he belongs, that he is a man (*proprius homo*) of the King of France, and belongs to the town that certifies to his citizenship, and that he possesses nothing in Flanders. The Warden is then to call the defendants before him, and, on proof of the spoil, to make restitution. These certificates under seal are frequently met with amongst

A.D. 1291.
Commission
of oyer et
terminer to
Warden of
Cinque
Ports.

¹ Fœd. vii., pt. 2. 31. In 1497 Hen. VII. by treaty with Charles VIII, provided to the like effect ; Robinson's Collectanea

Maritima, 27, 83, 106.

² Lansd. MSS. 142.

³ Pp. 3, 9, 101, 103, 120-125, 153, 158.

the records of the Court during the sixteenth and seventeenth centuries. There are also many certificates by the mayors of English towns as to various matters at issue in the causes.

A.D. 1341.
Grant to
Chester of
jurisdiction
over the Dee.

A charter of 9th March 1341¹ whereby Edward the Black Prince, as Earl of Chester, grants to the city of Chester jurisdiction over the waters of the river Dee, is noticeable as containing no express reference to Admiralty jurisdiction. Chester did in fact, in later years, claim and exercise Admiralty jurisdiction; and this grant has been spoken of as, and perhaps was, the origin of the claim.

A.D. 1357.
Return to
writ directing
Warden of Cinque
Ports to in-
quire as to
uncustomed
goods.

The following return² of the lieutenant of the Earl of March, Warden of the Cinque Ports, to a writ directing him to inquire as to certain wool suspected of being forfeited as uncustomed occurs in the year (1357), in which judicial proceedings before the Admiral are first mentioned (see Vol. I., p. xli). In later times the exportation of uncustomed goods was the subject of one of the standing articles at Admiralty Sessions:

Inquisicio³ capta apud Ryam die Mercurii proximo post festum Nativitatis Sancti Johannis Baptiste anno regni regis Edwardi tercii post conquestum Anglie tricesimo primo et Francie decimo octavo coram . . . locum tenenti domini Rogeri de Mortuo Mari comitis March custodis castri Dovorr' et custodis quinque portuum Si tres sacci lane nuper per Johannem Grut Johannem Ladde Clays Loys Flemings et Simonem Portier absque custuma et subsidio domino regi inde solvend' de portu de Pevense versus partes externas transducti fuerunt ac eciam cum Alexander Turkes et Elias Mene tunc collectores custumarum domini regis ibidem illos tres saccos ponderassent et eos in domo predicti Simonis apud Pevense sub aresto et sigillis suis.⁴

(Endorsed) . . . qui dicunt per sacramentum suum quod dicti tres sacci [lane quos] dominus rex supponit esse eo⁴ forisfactum causa ex causa superius que supponit in dicto brevi dicunt [quod] dicunt per sacramentum [suum quod] custuma dictorum tres sacce lane persoluta fuit dictis collectoribus longgum tempus antequam dicte tres sacce de domo in qua fuerunt sub aresto ceperunt vel ad partes externas transduxerunt prout patet [?] per examinacionem dictorum Simonis Alexandri Turkes et Eliani Mene.

A.D. 1382.
Reference
by the

In or about 1382⁵ a ship came ashore with no one on board, and

¹ See Ormerod's *History of Cheshire*, vol. i. p. 201, note g.

² Acc. Exch. Q.16. 33, m. marked 16.

³ 'Posuissent' has fallen out.

⁴ The endorsement is almost illegible in

parts, and the words in square brackets are conjectural. The grammar and mistakes are as printed.

⁵ Cl. 5 Ric. II., pars unica, m. 9.

the prior of Wymondham claimed her as wreck. The master and crew had left her in fear of their lives, because of an enemy's ship that was about to capture her. Her master petitioned the King for restitution, and the matter was referred by the Council to William de Clinham, Admiral of the North. There was some delay in the Admiral's court, and the case was brought again before the Council upon certiorari. The Council decided against the prior's claim of wreck, and decreed restitution, on salvage.

Council to Admiral of the North upon a question of wreck or no wreck.

The Patent Rolls of Richard II. contain several commissions to hear appeals from the Admiral in cases of debt, trespass, and spoil. In one the defendant alleges that the suit was '*extra jurisdictionem et territorium dicte Admirallitatis*,' that he was arrested after appearing in the suit, and was refused a copy of the libel.

Commission to hear an appeal from the Admiral.

In 1391¹ the Earl of Huntingdon, Admiral of the South and West, complained to the King '*quod maior et vicecomites civitatis nostre London et alii quam plures diversa duritias gravamina inobedientias seu rebelliones et prejudicia officio et curie predictę Admirallitatis nostre contra jura libertates franchiseam et antiquas consuetudines officii Admirallitatis nostre fecerunt*.' Thereupon the King appointed the Bishop of London and others to inquire into the matter and report thereon, in order that a remedy might be provided.

A.D. 1390. Encroachment on the Admiralty by the Mayor and Sheriffs of London.

In 1394,² two years after the passing of 15 Ric. II. c. 3, John Copyn sued William Snoke and Thomas Saylyngham for non-payment of freight of wine carried in the '*Gabriel*' from Bordeaux to '*Gadenasse*'³ in Essex, under a charter-party entered into at Bordeaux. Proceedings were taken at common law, in Admiralty, and lastly before the Constable and Marshall, but the plaintiff could get no redress.— '*Super quo idem Johannes asserens se versus predictos Willielmum et Thomam tam per communem legem regni nostri Anglie quam in curia Admiralli nostri versus partes boreales diu prosecutum fuisse et nullum remedium in hac parte habere potuisse dictos Willielmum et Thomam in curia Constabularii et Marescalli Anglie ad respondendum sibi in causa predicta summoneri et venire fecit*.'—The judge of the Constable's court held that he had no jurisdiction, and gave judgment against Copyn with heavy costs. Copyn appealed to the King, and judges are appointed to hear the appeal.

A.D. 1394. Appeal from the Admiral. Breach of Charter-party; remedy, whether at common law, in Admiralty, or before the Constable.

Pat. 20 Ric. II. pt. 1, m. 20: Commission appointing judges

A.D. 1397. Appeal from the Admiral.

¹ Dated Jan. 24; Ad. Ct. Miscell. 29, apparently a copy of the commission from a Patent Roll. Cf. Seld. Soc. Vol. 10, p. 15.

² Pat. 17 Ric. II. pt. 1, m. 7.

³ Is this Walton Naze? or Colne Point? There is a manor of Geddy Hall in the neighbourhood.

delegates to hear an appeal in *Le Wareyn c. Provost*. Sentence, or an award of arbitrators, had been given against Provost for 151 marks 'in causa maritima . . . in curia nostra maritima sive Admirallitatis' by John Barnet and Thomas Appeltrewyk, lieutenants of Edward Earl of Roteland, late Admiral of England and Ireland; and Provost had been arrested, though he offered to give bail. The sentence or award was alleged to have been founded on a forged document.

A.D. 1401.
Fine for
suing at
common law
instead of in
the Ad-
miralty of
the Cinque
Ports.

In 1401-3,¹ Clement Baker was fined in the Admiralty Court of the Cinque Ports for suing at common law for a matter within the Admiralty jurisdiction. The Lord Warden's receiver accounts for 'iiij^s iiij^d de fine Clement' Baker qui implacitavit Johannem Lundeneys in communi banco pro rebus factis in mari.'

A.D. 1403.
Appeals
from the
Admiral.

Pat. 4 Hen. IV. pt. 2, m. 32. Commission appointing judges delegates to hear an appeal in a maritime cause of John de Neweton c. Cartere, touching the sale and warranty of title of half the 'Marie' of Scarborough, and charges for repairs or 'dubbamento.' The cause was heard by Dr. Sydenham, lieutenant of Sir Richard de Gray, Admiral of the North.

A.D. 1406.

In 1406² judges delegates were appointed to hear an appeal in Baker c. Arnold, a cause heard by Thomas Ford, commissary of Sir Henry Beaumont, late Admiral of the South and West, and of Sir Thomas Berkeley, his successor. Sentence had been given against Arnold condemning him in £90 for salt, £23 6s. 8d. for corn, and £5 5s. 0d. for wheat, all sold to him by Baker, also in 150 francs for carriage of the salt, 20 francs for carriage of the corn and wheat, £40 damages, and £67 13s. 0d. costs. Arnold appealed to the Admiral of the South, who refused to hear the appeal. He thereupon appealed to the King.

A.D. 1407.

In 1407³ a writ of certiorari issued to Richard Cliderowe, Admiral of the West, to return to Chancery the process in a suit of Davy c. Browne. The suit was heard in 1401 at Dartmouth by William Knolle, judge of John Hanley, deputy of Sir Thomas Percy, Admiral of England, and afterwards by Thomas Organ, deputy of Thomas Kempton, Admiral of the West. The action was for breach of contract and trespass, and commenced in 1401. The record, a copy of which, made and signed by William Riley about 1670, is amongst the Admiralty records, is very similar to those in *Sampson c. Curteys*,

¹ Acc. Exch. Q.R. 10.

² Pat. 7 Hen. IV. pt. 2, m. 'H, 9.'

³ Ad. Ct. Miscell., bundle 260. The copy

is headed 'Miscell. de brevibus regis et recordis selectis, pt. 1, No. 43.' The editor has been unable to find the original.

and Guernsey c. Henton, in the first volume of the present series (pp. 1-26). The pleadings are in French and the cause of action is stated to be 'de certaines trespasses et convenantz a luy' faitz en la royaume de Portuygal deins la jurisdiction dadmiraltee.' Brown, after an adjournment granted to enable him to obtain 'counsaill a respoudre al dite bille'—'appera et sanz doner responce a dit bille par bouche ne par bille mais demanda del dit substituit quele poer il avoit pur tener cour du dit plee et pur tener court dadmiraltee pur avoir conisance de tiel plee.' Knolle, the judge, replied that he was 'substituyt' of John Hanley, the Admiral's deputy, and thereupon 'saunz pluyz dire le dit Johan Brown appella le dit plee devant le haut Admirall sanz ascun juggement ou decree countre le dit Johan Brown done ou renduz il aloit hors du dite court.' The appeal was heard in London at the Tower by Thomas Organ, lieutenant of Sir Richard de Gray and Sir Thomas Kempton, Admirals of England and of Ireland. Davy failed to appear, and judgment was given against him with costs taxed at £39 5s. Od., for which sum execution issued against him and his sureties. This case may have occasioned the passing of 2 Hen. IV. c. 11, and the institution of a 'curia principalis Admirallitatis Anglie' to hear appeals from the Admirals of the provinces.

Pat. 11 Hen. IV. pt. 2, m. 21 d. Boon, of Plymouth, complains A.D. 1410. that he had sued Peche in a maritime cause before Sir Thomas Beaufort, Admiral. Beaufort appointed Walter Reynell and other commissioners to inquire 'super veritate' of the matter at Dartmouth, where they were assaulted by Penhergate and others. Thereupon a commission of oyer and terminer issues to try Penhergate for the assault. The same roll (m. 3) contains a grant of 800 marks to Beaufort.

Pat. 3 Hen. V. pt. 2, m. 31. Commission appointing judges A.D. 1415. delegates to hear an appeal from John Urban, lieutenant of the Admiral of England, in Burwell c. Godechylde a suit in the Admiralty Court relating to bail given for four pipes of woad.

Pat. 6 Hen. V. pars unica, m. 17. Commission appointing judges A.D. 1417. delegates to hear an appeal in Sutton c. Frise Frisson, a maritime cause heard by Thomas Clerq, lieutenant of the Admiral. The cause was 'occasione rebellionis compoti calculi sive ratiocinii administrationis trium partium cujusdam navis vocate Holygost de London.'

Pat. 4 Hen. VI. pt. 2, m. 11. Commission appointing judges A.D. 1425. delegates to hear an appeal in Barry c. Tendryng a cause 'occasione

¹ Brown.

fractionis seu non conservationis certarum conventionum inter eos factorum.'

A.D. 1482.

In 1452¹ judges' delegates were appointed to hear an appeal in Unton c. Hore, a suit heard by William Payn, judge of Henry Duke of Exeter, Admiral of England, relating to the breach of a contract made at New Sarum. A prohibition or supersedeas had issued from Chancery, founded upon the Statutes of Ric. II. and Henry IV. Disregarding the supersedeas, Payn, and afterwards Robert Kent, his successor, proceeded to examine Unton's witnesses in the absence of Hore; Hore appeals to the King, and the commission issues.

Spoil commissions to restore ships and arrest spoilers.

Commissions to inquire as to and to restore ships spoiled or wrecked, and to bring the spoilers before the council, are frequent on the Patent Rolls of Richard II. and his successors.

Examples of Inquisitions taken at Sessions of the Admiralty of the Cinque Ports :

A.D. 1448.

Inquisicio ² capta super litus maris apud Pevensey primo die Julii anno regni regis Henrici sexti xxij^o coram Gervasio Clyfton armigero locumtenente domini Humfridi ducis Gloucestrie etc. constabularii castri Dovori custodis et admiralli quinque portuum per sacramentum Johannis Broker Johannis Harkemet Thome Grym Simonis Heridy Rogeri Reyner Willelmi Baron Johannis Coonewayle Johannis Hammond Henrici Norton junioris et Johannis Knyght Thome Drell et Thome Godewyn juratorum qui dicunt super sacramentum suum predictum quod quedam batella in custodia Simonis Cokeman de Pevensey super mare quemdam hominem vocatum Johannem Rigger felonice occidit in contemptum Admiralli etc. Item dicunt quod Johannes Freyll Salter Johannes White et Robertus Hogelot cum aliis ignotis diversos homines de libertate de Pevensey predicta videlicet Simonem Cokeman de Pevensey Johannem Kneller de Hoo et Galfredum Heyllard et alios coram Admirallo Anglie infra jurisdictionem Admirallitatis quinque portuum predictorum apud le Forhavyn de Pevensey indictaverunt in contemptum Admiralli predicti Item dicunt quod . . . locumtenens Admiralli Anglie infra jurisdictionem quinque portuum predictorum diversas sessiones apud le Forhavyn predict' tenuit et diversas fines fieri fecit videlicet cum Johanne Crouch iij^a iiij^d Willelmo Crouch iij^a iiij^d Galfredo Heyward iij^a iiij^d Stephano Lunnesford v^a et cum pluribus aliis ignotis in contemptum Admiralli quinque portuum predictorum Item dicunt

¹ Pat. 30 Hen. VI., pt. 2, m. 14.

further as to these inquisitions, *supra*.

² Acc. Exch. Q.R. 27, m. marked 10. See p. xxii.

quod Thomas Profot de Borne clamat proprietatem certarum terrarum juxta Langle infra fluxum et refluxum maris pertinentium libertati ville de Pevensey in contemptum Admiralli predicti Item dicunt quod Johannes de Court de Pevensey invenit in mare iij barellos vacuos (?) valoris xvij^d sed quantum inde pertinet Admirallo ignorant Item dicunt quod Simon Cokeman Johannes atte See Johannes Nevvyll Ricardus Colye et Johannes Roser cepere super mare de inimicis domini regis diversa bona videlicet victum carnes bovinas et alia bona ad valenciam xj^{li} unde domino Admirallo nondum responsum est de share Item dicunt quod Willelmus Foxill¹ Thomas atte Lever Thomas Mulford Gilliam Barbor Alexander Hotherop Richardus Clocke Thomes de le Stone Johannes Capellanus de Westhamme sine aliquo warento in mare diversa bona et mercandisas de quibusdam de Flandria ceperunt et abduxerunt in contemptum domini Admiralli etc. In cujus rei testimonium huic inquisicioni jurati predicti sigilla sua apposuerunt.

Inquisition at Winchelsea, A.D. 1468 :

[Wynchelse]² Inquisicio capta ibidem super litus maris coram A.D. 1463.
Henrico Pylkynton armigero hac vice locumtenente domini Ricardi Comitis Warrewici et Sarum constabularii castri Dovorr' custodis et admiralli quinque portuum xiiij die mensis Novembris anno regni regis Edwardi quarti tercio per sacramentum Johannis Rolf Willelmi Brampton Johannis Afforde Henrici Scargell Johannis Bate Mathei Bassett Thome Spore Thome Thorndyk Johannis Scoter Johannis Gybbes Johannis of Damme Johannis Payne et Rawlyn' Styll Qui dicunt per sacramenta sua predicta quod Johannes Swan de Rya cum aliis malefactoribus ignotis x^o die Septembris anno regni regis predicti tercio apud Rye super altum mare infra jurisdictionem Admirallitatis predictae in quemdam Johannem Afforde et socios suos in uno piscar' existentes et proponentes cum piscibus usque mercatum de Rye insultum fecit verberavit et male tractavit sic quod ad dictum mercatum transire non potuissent et contra pacem domini regis unde indictatus est Item dicunt quod x^o die Aprill' anno predicto quidam Johannes Cawse mariner inventus fuit mortuus super mare et nullus homo mulier aut aliquis erat culpabilis de morte ipsius Johannis nisi una corda vocata leeshete valoris vj^d unde dicta corda indictata est Item dicunt quod Thomas Ferroe invenit in mari quemdam ancoram valoris iij^s iiij^d sed quantum pertinet Admirallo

¹ Over these names are written : fin' xx^d sol., fin' vj^d sol., indicating the amount

and payment of the fines imposed.

² Acc. Exch. Q.R. 23, m. marked 8.

ignorant Item dicunt quod Willelmus Burgatt de Wynchelse posuit stakys pylez et stulpa¹ in cursu commune aque portus de Wynchelse in obstupacionem et perdicionem portus predicti necnon prejudicium et gravamen totius communitatis ville predictæ et contemptum domini regis et admiralli predicti Item dicunt quod Robertus Hylton de Caleys yoman et Robertus Vamia possessores cujusdam kervyll de Caleys cum magistro ejusdem kervell et sociis suis spoliatoribus et malefactoribus ignotis in loco vocato Kambr¹ xxvij die Octobris anno predicto ut infractores trugarum et legarum captarum inter dominum nostrum regem et subditos suos et ducem Burgundie et subditos suos intraverunt in quemdam koggeshyppie pertinentem cuidam Waltero de Melkendam partium Holandie carcatum cum vino et sale proponentem mercato de Wynchelse de quo vero kogshyppie iidem malefactores xj pipas vini et tantum de sale ut possibiliter carcare potuissent exkippaverunt injuste ceperunt et asportaverunt ad dampnum dicti Walteri ij c marcarum unde dicti malefactores indictati sunt In cujus rei testimonium huic inquisicioni sigilla sua apposuerunt die et anno predictis.

A.D. 1418.
Writ of
Venire
facias.

Writ of *venire facias* in an action of trespass. Acc. Exch. Q.B., bundle 67, No. 28, ad finem.

Comes Arundell et Surr' constabularius castri Dovorr' custos et admirallus quinque portuum Ricardo Grene Bertholomeo Bond et Willelmo Hopton Salutem Vobis mandamus conjunctim et divisim quod venire faciatis corporaliter coram nobis seu locum nostrum tenente super littus maris apud Dovorr' xxiiij die Maii proximo nunc futuro Johannem Short de Dale ad respondendum Hamondo de Zey de placito transgressionis sibi infra jurisdictionem Admirallitatis nostre quinque portuum predictorum illate et ulterius ad faciendum et recipiendum quod sibi ex parte domini nostri regis et nostra de jure injungetur tunc ibidem et qualiter istud mandatum nostrum executi fuistis nobis seu locum nostrum tenenti dictis die et loco sub sigillis vestris distincte et aperte certificetis et habeatis tunc ibidem hoc mandatum et hoc sub pena et periculo incumbentibus nullatenus omittatis Datum apud castrum predictum sub [sigillo officii] nostri ibidem xxj die Maii anno regni regis Henrici quinti tercio.

A note (of the return to this writ?) at the foot is illegible. In the same bundle is contained a similar writ dated 21st May 1415 directing those to whom the writ is addressed to bring up a defendant to make answer 'de placito dett;' and another of 1st February

¹ Stulp = a stake (Halliwell).

1415 to answer 'super certis articulis officium Admirallitatis nostre quinque portuum predictorum tangentibus,' with a note of the return of the writ endorsed. Another document (A.D. 1402) is the return made to a commission to appraise French merchants' goods seized by the King's sergeants on board two Flemish ships at Dover. The outside membrane of the bundle is 'Articles enquirable in the Admiralty of the five ports and what punishment is to be inflicted for every offence.' This document was compiled in the reign of Mary or Elizabeth, and is similar to the Inquisition of Queenborough in the Black Book of the Admiralty.

V. A table of some of the cases litigated in the Admiralty A.D. 1528–1602, and not elsewhere mentioned in these volumes.

Libels, File 1 (star) No. 26. First decree for dock dues payable to the hospital of St. Thomas the Martyr. Cf. 3, 33. (*The figure in clarendon type refers to the File, the others to the number of the document.*)

A.D. 1528–
1530.
File 2,
A.D. 1535.

7. In re Gryflyng. Inhibition to the Bristol Court, pending a transfer to the High Court 'propter inopiam jurisperitorum' at Bristol. The suit was against Kinsale ships for non-payment by the Mayor of Kinsale of money due on his bond. Cf. 45, 133.

45. Mody c. Lewen. Negligence in not unloading a ballast lighter, whereby she sank. *Ibid.* 20, 22, 36, 41; sentence, 7.

File 3,
A.D. 1536.

19. De Pratte c. Le Cherewyck. Spoil; execution of sentence of French Court.

40. Tybes c. St. Martin (or Du Bucourt). Spoil by a Frenchman of a German ship; defence, that there was war between France and the Emperor, and that the spoil was not within the jurisdiction of the English Admiralty. See also Bloeme c. St. Martin, *ibid.* 27, 28, 37, 38, a similar case.

File 4,
larger
bundle,
A.D. 1537.

File 5, smaller bundle. Seizure of fish in Iceland by the King of Denmark.

File 5,
A.D. 1538.

72. larger bundle. Claim to the proceeds of a ship captured by Flemings and sold by the Admiral's deputy in Cornwall (qy. as a droit). *Ibid.* 71, 77.

23. Appeal from the Seneschal of Harwich. Cf. 8, 8, appeal from Mayor of Hull.

50. Off. Dom. c. Foly. Articles for not presenting an anchor, lagon; defence that presentment was made to the bailiffs of Ipswich. *Ibid.* 47, 48; cf. *ibid.* 44. usurpation of Admiralty jurisdiction by Lynn.

File 6,
bundle
A.D. 1538,
1539.

54. Claim by English owner to goods captured during the war between France and the Emperor; *ibid.* 33, 49; 4 (larger bundle), 9.

File 6,
smallest
bundle,
A.D. 1537.

32. Appeal from vice-Admiral of Calais. Destruction of nets by a ship that fouled them.

98. Aymer c. Armerer. Appeal against execution by the Admiralty Court of a sentence of spoil commissioners.

File 7,
A.D. 1539.

66. Claim to wreck by Lord Tayleboys; *ibid.* 49, 54.

18. Adormagens c. Strayle. First decree, money lent on adventure. Cf. 16, 44–55.

5. Hunt c. Torre. Robbery of fish in Iceland; *ibid.* 6.

82. Cooper c. Gardyner. Spoil of a ship ashore off Yarmouth; *ibid.* 53, 65.

File 8,
A.D. 1541.

62. Off. Dom. c. Richemonde. Articles for taking wreck. Cf. 7, 1; 8, 30; 12, 142.

38. Trinity House of Newcastle c. Trinity House of Hull. Dispute as to right to ship dues; *ibid.* 35; Act Book, 129, *ad fin.* order of Council thereon.

File 9,
A.D. 1541–2.
File 11,*
A.D. 1542.

44. Christien c. Herdson. Demurrage, 'dies operabiles'; *ibid.* 24, 45.

71. Hurdeman c. Carre. Carre sued in the City of London Court for freight, and

* File 10 is missing; but see Ad. Ct. Miscell. 11 for a File of Libels of 1542.

recovered judgment. Hurdeman filed his bill in Chancery for redress. Subsequent proceedings in Admiralty; *ibid.* 64, 65, 70.

60. Andromagens c. Johnson. Claim for damage by removing a mooring anchor and setting the ship adrift against London Bridge. 9, 12, libel for removing gear from the ship whilst under arrest.

23. Kingston c. Butolf. Claim by the lady of the manor of Mutford and Lowestoft to an anchor, as wreck; defence, that the owner claimed within a year and a day.

File 12,
A.D. 1544. 123. Heaven c. Whyte. Breach of a 'consortium'; deserting consort during a fight; *ibid.* 98, 103, 117.

11. Van Emden c. Marten. Money lent for necessities, on adventure; *ibid.* 9, 10; cf. *ibid.* 4.

File 13,
A.D. 1545. 125. Thompson c. Delapina. Breaking arrest of the 'Canala' of Venice, whereby Thompson had to pay a sum awarded as salvage; *ibid.* 81, 103-104, 121. See vol. i. p. 66.

99. Moptyde c. Lexuma. Damage to river wall at Blackwall, whereby the plaintiff's land was drowned.

83. Reve c. Johnson. Captured of ransomed ship; restitution; 12, 181, 182. *Ibid.* 92, libel on a ransom bill.

75. Emerson c. De Sallanova. Claim upon an indemnity given against the withdrawal of a safe conduct by the King of France.

66. Insano c. Eladon. Spoil; English goods in enemies' ship; sentence absolutory; *ibid.* 5, 60; see vol. i. p. 138. Cf. 15, 41.

30. Meredyth c. Bowles. Damage to cargo; *ibid.* 11; 15, 81, voyage abandoned, sentence for half freight.

File 1*,
A.D. 1546. 83. Van Irrup c. Buttram. Collision. Cf. *ibid.* 15, 82 (suit in personam; arbitration); 7, 73; 18, 106; 24, 262; 25, 80; 27, Tr. and Mich. bundle, 181; *ibid.* 53; 85, 270; *ibid.* 109; 37, 47, 122, and 147; 37, 86, 91; 40, 55; 41, 226; 47, 282; 48, 114; 51, 6; 52, 221 ('spoliavit et fregit'); *ibid.* 145; *ibid.* 28; 59, 122; 66, 178; 68, 231; all collision cases, mostly in the Thames; of no great interest.

File 16,
A.D. 1548. 67. Matthew c. the 'James.' Spoil; defence, that the ship was bought before action brought; *ibid.* 28; 17, 132.

66. Eryso c. Corso. Lead stolen by divers employed to salve; 17, 5, 109, 130.

58. Liability of shipmaster for wines drunk or negligently damaged; *ibid.* 35.

39. Off. Dom. c. Anthony. Certiorari (sursurrarie) from the King's Bench, obtained by a defendant against whom judgment had been recovered in the Dartmouth Court; proceeding in the Admiralty against him for contempt; *ibid.* 10.

29. Wagmer c. Downes. Plunder of Wagmer's stores in Iceland; defence, that the plaintiff was banished by the King of Denmark; 17, 152; sentence absolutory, *ibid.* 28.

File 17,
A.D. 1549. 144. Duriar c. Browne. Prize; foreign ship carrying goods to the Scots; restitution, on security to restore, if found by the Council to be prize. Cf. *ibid.* 90-99; 18, 112; recapture of English goods from Scots captors.

10. Page c. Caddell. Firing upon a king's pinnace; *ibid.* 12; 18, 213.

File 18,
A.D. 1550. 210. Off. Dom. c. Owen. Articles for spoil of wreck; *ibid.* 92, 95, 100, 202-207; cf. 17, 29; 18, 177, 192, taking wrecked enemies' goods; *ibid.* 23, taking a whale.

14. Herdson c. Erizo. Sentence against lead of Erizo's for necessities supplied to Erizo's ship, which he had carried off.

77. Simonet c. Malyn. Spoil of the Emperor's subjects; special commission under treaty of 1496; see Act Book, 132, *ad fin.*; 20, 15-19.

File 20,
A.D. 1551. 106. Wygmore c. Morland. Insurance of oil cargo by Spaniards; ownership; *ibid.* 28, 107, 108; 21, 41, 278.

74. Wheeler c. Alexander. Claim for damages for weighing Wheeler's buoyed anchors in the Swale, whereby he lost the salvage of an 'aragosa.'

71-72. Alfonso c. Allen. Purchase of goods spoiled in the king's streams off Dover; restitution on salvage.

87. Dowding c. Passye. Dowding had a Scotch prisoner, who escaped, and was recaptured with money on him. Claim to the money.

237. Warren c. Wright. Seizure of uncustomed cheese under an Exchequer writ; File 21, A.D. 1552, 20, 43.

File 21,
A.D. 1552.

230. Bullmer c. Bellamy. Claim by owner of one of two ships sailing in consortship for repayment of a share of the money paid for restitution in Saunderson c. Richardson, vol. i. p. 146; *infra*, p. 87; 21, 24, sentence absolutory.

99. Gallye c. Stanley. Claim to wreck at Heysham; 22, 48. *Ibid.* 91, claim to wreck at Heron (Herne Bay?).

98. Brickman c. Cannegezur. Bibles (? bible) imported from Cologne; *ibid.* 29.

119. Knight c. bona Johnson. Goods seized as belonging to a Crown debtor restored upon proof that the name and marks were colourable in order to escape capture; *ibid.* File 22, A.D. 1553, 12, 18, 67-80, 95-119; 23, 60, 18-37 (a very heavy case).

File 22,
A.D. 1553.

66-67. Sandiford c. Fidele. Contempt; suing in City of London court for breach of contract to salve lead; *ibid.* 14, 39; cf. Spacheford c. Lucatelo, insurance; *ibid.* 8; and similar cases of contempt, *passim*.

File 23,
A.D. 1554.

244. Burr c. Taylor. Claim for half freight; voyage part performed; *ibid.* 49, 60, 95, 241-243.

234. Rickers c. Bettes. Non-delivery. Allegation that shipowner liable for loss by weather; sentence *aliter*; *ibid.* 158, 180.

173. Banyard c. Anthony. Loss of cargo through not taking a pilot; cross claim for demurrage; *ibid.* 71, 155, 156.

87. Symes c. Slade. Assault on the parson of Sidmouth on Chesil beach; 25, 137.

113. Commission to deliver to De la Torre, the Spanish captor, a prize taken in war; *ibid.* 110-112.

File 25,
A.D. 1556
d

104. Van Hullegarden c. Cowbridge. Libel for rent of land at Brussels; *ibid.* 85; 27, smallest bundle, 174; 26, 45, appeal.

73. Ynglyshe c. Blackcoller. Detinue of a bill given at Cadiz for ship's necessities, whereby the ship was 'aseruta sive obligata.' The bill, payable on the ship's arrival, had been paid, but the holder was suing Ynglyshe in the Common Pleas; *ibid.* 103.

68. Clayton c. Baxter. Short delivery; dispute as to who bears loss by shrinkage; 27, Trin. and Mich. bundle, 28.

File 26,
A.D. 1556.

174. Off. Dom. c. Consiliano. Contempt; suing on a policy before commissioners appointed by the Chancellor. Cf. 30, 234.

File 27,*
smallest
bundle,
A.D. 1555-6.

100. Jervason c. Story. Breach of charter-party; the goods to be delivered 'so farr as God shall suffer'; *ibid.* 99.

77. Deye c. Chamberleyn. Claim to tithes—'Christes doles'—on Iceland fish brought to Blankeney; 26, 47.

66. Brasyer c. Whitston. Non-delivery; defence, capture by pirates; *ibid.* 49. Cf. 51, 47, 86; 52, 134, 227, 228.

29. Off. Dom. c. Ravenell. Restitution of goods taken by pirates, on security given to prosecute; *ibid.* 30-37.

132. De Has c. Callard. Spoil of Dutch ships sailing with letters of safe conduct; *ibid.* 32-40, 95, 100, 123; 29, 15, 62-67, 73; 30, 139; Act Book 123, 5 June, 1560.

File 27,
Hillary
bundle,
A.D. 1557.

110. Chamberleyne c. Davies. Claim by Governor of Guernsey to a French prize taken within twenty miles of Guernsey, contrary to letters patent of Ed. IV., Hen. VIII., and Philip and Mary. Cf. *ibid.* 99; 29, 53.

89. Off. Dom. c. Way. Contempt; disputed Admiralty jurisdiction of Lostwithiel.

60. Palmer c. Lawter. Trespass to a mussel scalfe (bed) at Wulverton, Norfolk; *ibid.* 44, 91; 29, 39-41; 30, 247; cf. 27, Trin. and Mich. bundle, 36, 136; *ibid.* Hil. bundle, 60; 29, 93.

* This File is wrongly numbered. It should come between File 25 and File 26.

1. Recognizance to account for Admiral's share of prizes.
- File 27, Tr. and Mich. bundle, A.D. 1557. 140. Brown c. Brian. Sale of wood; suit on bond. *Semble*, a prohibition issued; see Dyer, fo. 159, b.
123. Strachy c. Percyvall. Dispute with the Colchester court as to jurisdiction; monition to discharge Percyvall from arrest; record of action at Colchester; *ibid.* 50.
58. Appraisement by Walter Rawlegh. (W. R. mentioned also *ibid.* Hil. bundle, 103.)
- File 29, A.D. 1538. 118. King c. Myles. Collision; the 'Swalloe' 'lying upon a tree' (*i.e.* a-try = hove to) and the 'Starr'; 30, 84, 244.
111. Turneout c. Fletcher. Spoil; is a safe conduct transferable? 27, Hil. bundle, 90; 31, 218.
38. Negrolo c. William Hawkins. Spoil of Spanish Antwerp merchants; 30, 23, 132, 133; 31, 69, 127; 32, 35, 148; cf. 33, 141.
237. Fennell c. Thorne. Contempt, suing in the Common Pleas. Cf. *ibid.* 205, 211, 216, 256, 257, suing at Maldon, Truro, and elsewhere.
189. Off. Dom. c. Collis. Pirate goods forfeited to the Queen. Cf. 31, 155, 183.
- File 31, A.D. 1560. 209. Off. Dom. c. Smithe. Spoil of wreck; cf. *ibid.* 44.
150. Off. Dom. c. Cooke. Claim by Forth to wreck at Orford Haven; at Holy Island; *ibid.* 40, 50-56, 73, 74, 86; *ibid.* 3, 4, 102; 3, 128; S. P. Dom. Eliz. vol. 17, No. 8.
- File 32, A.D. 1561-2. 251. Off. Dom. c. Meers. Spoil by Meers and Loggan, a Scotchman; *ibid.* 127, 136; 31, 6, 7.
221. Off. Dom. c. the 'Peter.' Deodand, claim by Sir John Constable, of Holderness.
30. Clough c. Chambers. Sentence for ransom money; 31, 34; appeal, 33, 297.
4. Recognizance of Kings, the diver, to account for one-third of lagon recovered.
- File 33, A.D. 1562-3. 316. Lutkins c. Champernown. Spoil of the 'Spiritus Volans,' property, French or German? insurance; *ibid.* 40-48, 110; 34, 199, 303-316.
200. De Castro c. Yonge. Suit on a policy; non-arrival of ship within a year and a day; *ibid.* 158, 164, 175-177, 299 (the policy).
186. Canata c. Lucatelli. Contempt; suing in Queen's Bench. Cf. 33, 160, 161.
183. Hayles c. Lady Rutland. Debts due from Sir Richard Morison, defendant's late husband, incurred at Antwerp; *ibid.* 12, 104, 108; 34, 288, 299, 319, 320, 346, 370.
107. Laughter c. Bird. Sale of goods afloat; warranty against all perils except fire and enemies; *ibid.* 108, 109, 120, 121.
- File 34, A.D. 1563-4. 383. Return of commissioners to hold Admiralty sessions for droits at the outports; resistance at the Western ports. Cf. *ibid.* 378.
332. Killinghowson c. Rede. Contempt; suing in City of London Court; similar cases, *passim*.
364. Venturini Burghesius c. De Malynes. Non-delivery of cipher letters of De la Quadra, Spanish Ambassador; *ibid.* 291, 362, 363; 35, 293, 322, 323. See S. P. Spanish, 1558-1567, p. 239, *seq.* as to Borghese, De Quadra's secretary, having disclosed the Spanish policy to Elizabeth.
302. Gorham c. Grainger. Contempt; suing in an ecclesiastical court for fish tithes. Gorham entered into recognizances to withdraw his suit in the Arches; Ad. Ct. Miscell. 29.
249. Phillpott c. Barrett, the 'Jesus,' charter-party for a fishing voyage to Newfoundland; general average clause; sharing of good 'aventures,' spoil; *ibid.* 91-93, 235, 272, 278, 279, 290; 35, 208, sentence condemning the victuallers in one-sixth of damages paid for spoil.
86. Brooke c. Leyghter. Spoil of Antwerp merchants; cf. *ibid.* 94, 95, 101.
65. Lodge c. Veluti. Non-delivery; *ibid.* 64, Italian bill of lading, 'no exceptions.'
- File 35, A.D. 1564-5. 310. Brechen c. Courtney. Composition by merchants and mariners for fouling a ship and killing a man; *ibid.* 153, 226-228, 258, 307; 37, 39.
- 306, 307. Letter from Clinton directing restitution of the 'Saviour.'
184. Off. Dom. c. Bishop of Bangor. Claim of wreck; 34, 221-224.
38. Sentence pro jure Admiralli, the goods being salvaged below low-water mark.

7. 8. Proof by Sir W. Garrarde of damage to his goods at S. Juan d'Ulloa (Vera Cruz).

- 20 Sep. 1568, by the Spanish attack on Sir John Hawkins' ships; 41, 209; schedule of property destroyed. See S. P. Dom., Vol. 58, a more perfect copy.
- 1, 2. Order of the Council, signed by Clinton, Cecil, and others, directing process to issue for restitution of a Spanish ship spoiled in the Isle of Wight. Cf. 41, 175.
- File 41,
A.D. 1569-70. 278. Certificate of Mayor of Yarmouth as to the character of Yanson, who had fled to England, 'for grief of his conscience.'
231. Draper c. the 'Busbye.' A ship 'tacite hypothecata' for necessities.
208. Proclamation touching the arrest of Spanish bullion going to the Duke of Alva, 6th Jan. 1569.
199. Allforde c. Giraldi. Claim by guardian of Augustini's sons, to whom he had left £5,000; *ibid.* 22 to 24, 85, 86, 134, 186; 42, 95, 96.
122. Duckett c. Barne. Claim on policy; Spanish goods captured under letters of reprisal; 42, 106, 152.
89. Cooke c. Chappell. Contempt; suing in City of London Court; and *passim*.
32. Articles for unlawful fishing in the Thames.
31. Claim by Weymouth to Admiralty jurisdiction. Cf. *ibid.* 9. Letter from Clinton as to Newcastle.
- File 42,
A.D. 1570-1. 258. Wreck at South Baddesley, Hants; claims by Lady Huntingdon and Mayor of Southampton.
166. Deodand; a man killed by falling from aloft.
137. Examination of witnesses 'in perpetuum rei memoriam' as to damage to cargo by weather. Cf. *ibid.* 80.
106. More c. Barker. Damage to cargo by bad stowage; sentences for damages and for freight; *ibid.* 104.
- File 42,
A.D. 1571-2. 247. The 'Flying Dragon.' Commission to arrest Genoese goods spoiled by Maynard from an Antwerp ship; *ibid.* 231, 244; proceedings against the captain of the Isle of Wight for allowing the ship to escape.
237. Guallerottie c. Utwicke. Non-delivery; defence, capture by pirates; sentence absolutory; Dutch bill of lading; *ibid.* 108, 229, 237. Cf. *ibid.* 210; 42, 119; 45, 71, 121; 46, 164, 344, 406; 50, 143.
179. Wreck. Claim by Bishop of Winchester at Bitterne, Waltham, and Gosport.
- 177-8. Gilbert Drake obstructs Admiralty officers on the Exe.
134. Gourney c. Simonson. Money lent for ship's use; question whether money payable after loss of ship; *ibid.* 61, 65, 66, 82, 92, 93, 133; 44, 230; 46, 303 (appeal). Cf. 33, 66, 133; 44, 231; 46, 231.
50. Aabie c. Moore. Cutting adrift mackerel nets; 44, 260; arbitration.
6. Letter of the Council to restore ships on bail; *ibid.* 7, 8.
- File 44,
A.D. 1571-2. 283. Hawes c. Spencer. Charter-party. Indemnity against arrest by the King of Spain; *ibid.* 75, 76, 164-170, 278-282; 45, 299.
183. Pawlson c. Wawton. Purchase of goods from pirates; *ibid.* 117, 163, 167, 182. A prohibition issued and was afterwards withdrawn. In 1585 a warrant to arrest Dr. Cæsar issued for not staying proceedings; Lansd. MSS. 142, fo. 457. See *supra*, p. lii.
96. Spoil by Fenar of Portuguese prizes taken by Lympmille under letters of marque from the French King and the Admiral of England.
74. Loggan c. Basset. Damage to cargo by weather or fault; 45, 204, 205, 341. Cf. 45, 26.
- File 45,
A.D. 1573-4. 213. Edwardes c. Velutelli. Freight of wines wrecked and brought to London by insurers.
291. The 'Peter and Paul.' Commission to restore wrecked goods 'prout jus gentium et equitatis ratio dictat'; *ibid.* 290.
148. Jackson c. King. Making the 'Lion' fast to a hoy, so that both went adrift and were sunk against London Bridge.
8. Letter of Lincoln touching his moiety of pirate goods, and purchase at sea of such goods; *ibid.* 7.

285. Cobham c. Spargenberche. Redemption of goods from pirates; *ibid.* 305; 47, 292-293. File 46,
A.D. 1574-5.
250. Collision at Gravesend; arbitration; award £30 to one ship, and £10 to the other.
233. Spelphancius c. Pells. Enforcement of a marriage contract made at Antwerp; 47, 39.
220. Corsini c. Langerman. Claim by charterer to one-third of salvage earned by the ship; *ibid.* 83, 178, 201, 202, 259, 327; Act Book 142, 8 Aug. 1573.
113. Letter of the Council, signed by Burghley and other lords, directing a commission in a case of spoil of a ship of Embden.
96. Wolmer c. Richmond. Damage to a ship by an unbuoyed wear at Harwich.
57. William Hawkins c. bona Brewes. Spoil.
24. Doughtie c. Wilkinson. Damage to cargo; negligent navigation; *ibid.* 303, 337; 45, 12, 362. Cf. 47, Nos. 333, 361.
301. Bird c. Bigatt. Deceit; sale of a ship damaged in a fight. File 47,
A.D. 1575-6.
277. Hanmer c. Middleton. Claim for money paid to free from arrest a ship with pirate goods on board.
254. Velutelli c. Adrianson. Costs given for being privy to spoil; *ibid.* 269.
176. Letter of Lincoln to Dr. Lewes, directing him to issue process in a spoil case; endorsement of Lewes ordering arrest of the pirates.
172. Fowler c. Sevenboroughe. Claim by charterer against shipowner for negligent loss of ship and cargo, and for money advanced; *ibid.* 34, 108, 174, 185, 186.
155. John Hawkins complains of arrest of his ship at Seville.
114. Corsini c. Hangar. Contempt; suing in the Queen's Bench upon a contract made abroad; *ibid.* 96. Cf. 50, 167; 53, 132; 55, 125.
109. Spoil of a Lubeck ship in the Downs.
52. Chester c. Harvey. Money lent on adventure; Dutch bill; *ibid.* 54.
36. Heynes c. Ockenden. Sentence for restitution of goods wrecked in Sussex; claim by Lord Abergavenny to wreck; *ibid.* 255.
212. Campbell c. Crispe. Concealing wreck. File 48,
A.D. 1576-7.
150. Copy letters patent granting Admiralty jurisdiction to Yarmouth. Cf. 59, 192 (piracy excepted).
122. Presentment of jury as to buying pirate goods at Grimsby; *ibid.* 123.
80. Suit on a bond given for money lent to ransom ship from pirates. Cf. 51, 39.
67. Receipt for money lent on 'bodometry;' translation from Dutch. Cf. 64, 55.
64. Sir John Hawkins c. Palavicino. Refusal to receive a cargo of alum.
31. Alderson c. Jourden. Spoil by men of Mechlin (? oppidum Maclonense); petition to Council and warrant to arrest French goods; 49, 36, 96.
117. Offiye c. Peacocke. Sentence for non-delivery of goods, 'surreptas seu saltem non restitutas.' File 49,
A.D. 1578.
113. Owgertson c. the 'James.' Money lent 'ex nautico fenore seu pecunia trajecticia.'
57. De Quilliar c. Elawick. Spoil of and receiving wreck in Sussex; 50, 167. File 50,
A.D. 1579.
92. Ap Evan c. Barlowe. Goods jettisoned come to the hands of defendant.
1. Chambelian c. Callys. Sentence for spoil; *ibid.* 120.
82. Proctor c. Downes. Non-delivery; defence, bad weather; sentence absolutory *ibid.* 31. File 51,
A.D. 1580-1.
61. Insurance by Velutelli of wool captured by Flushingers.
42. Harrison c. Clarke. Non-delivery of a puncheon of playing cards.
23. Hatheway c. Lee. Wages. Cf. 49, 61; 52, 113; master's wages.
202. Spoil. Petition by Elsdon, and order thereon by Burghley. File 52,
A.D. 1581-2.
117. Hungate c. Jemans. Claim for £6,000 lent to the City of Bruges; *ibid.* 175,
176. The suit was stayed by order of the Council. See Add. MSS. Br. Mus. 14027, fo. 214; and 48, 50; 50, 104, 110, 111, 115, 183; 51, 79; Act Book, 11 Dec. 1576.
163. Kinge c. Collins. Claim to sails taken from a sunken ship; *ibid.* 26.

122. *Bur c. Stocks*. Negligently sinking a lighter by improper mooring. Cf. *ibid.* 45.
 103. *Sir John Hawkins c. Bonner*. Non-delivery of beer for ship's use.
 87. Page c. the 'Blessing of God.' Sentence for necessities; ship hypothecated. Cf. *ibid.* 95.
- File 53,*
A.D. 1585-6.
 153. *Style c. Tucker*. Assault on servant of Sir W. Raleigh on the Thames; *ibid.* 134; 54, 70.
 59. *Cleaver c. Troute*. Negligent mooring, so as to sink a lighter; 54, 163.
 48. *Veltres c. Gilbert*. Carrying provisions to the enemies of the States General; *ibid.* 25 to 27. Cf. 54, 256.
- File 54,
A.D. 1586-7.
 258. *Duke of Saxony c. Egmond*. Spoil.
 228. *Adyn c. Jorden*. Claim for firing upon and sinking the 'Mermaid,' with plaintiff's goods on board, because she resisted search; *ibid.* 212, 228.
 218. *Lombardo c. Golde*. Pilots' wages; 55, 16 ('nauclerus seu navarchus, Anglice pilot').
 96. Recognizance to account for the Admiral's tenth of prizes.
 173. *Mayngard c. Sir Francis Drake*. Spoil; defence, pirate goods on board; *ibid.* 71.
 153. *Davidge c. Moone*. Validity of a sentence against Moone questioned, he and *Daridge* being members of the Spanish Merchants' Company, and bound to abide by decision of the Company, under the Queen's patent.
 116. *Bridges c. Cowclawe*. Trading with the enemy; *ibid.* 51; cf. *ibid.* 107.
 228. Copy letter from the Queen to King of Sweden touching an arrest of ships.
- File 55,
A.D. 1587-8.
 113. *Brisarte c. Sir F. Drake*. Spoil at Cadiz; cf. *ibid.* 86 (Drake).
 109. *Van Handweghen c. Van den Pitt*. Non-payment of annuity charged on lands at Bruges.
 126. *Off. Dom. c. Twyzell*. Contempt; non-payment to Empringham, deputy Vice-Admiral, of a fine for forestalling coals.
 118. *Off. Dom. c. Danyell*. Taking a sturgeon.
 85. *Preston c. Sir John Drake*. Claim to prizes taken by *Barnard Drake*; *John*, executor to *Barnard*, says they were adjudged prize by Sir W. Raleigh and Sir J. Gilbert; 54, 13.
 75. *Hall c. Poulter*. Pulling down a Thames wharf by making fast a ship to it; 57, 59.
 66. *Off. Dom. c. Keeler*. Obstructing the Admiralty coroner at Billingsgate; cf. *ibid.* 63; refusal to execute process at Horsham.
 33. *Inhibition*. Appeal from Vice-Admiral of Norfolk in the matter of a whale; cf. *ibid.* 16, wreck in Norfolk; 57, 171; 62, 196 (whales); 58, 119, wreck at Sherringham.
 32. *Pearce c. De Willan*. Spoil; nationality of defendant, Spanish or Hamburger; *ibid.* 2.
 199. *Hullcher c. Mallet*. Hanse merchants trading with Spain; 51, 21.
- File 57,
A.D. 1589-90.
 129. *Sympson c. Turner*. Appeal from Vice-Admiral; non-delivery; defence, loss 'casu fortuito et vi tempestatis'; cf. 58, 110, loss by negligence.
 125. *Johnson c. Bryan*. Damage to lighter alongside; *ibid.* 86, 111; 58, 58, 185.
 4. *Off. Dom. c. Wood*. Inquest on one slain on the 'green' at Beaumaris; jurisdiction; 58, 131.
 221. *Edmunds c. Bury*. Share of prize taken by Sir W. Raleigh's 'Britton'; cf. *ibid.* 191 (Raleigh).
 203. *Nonez c. the 'Green Dragon'*; bottomry; *ibid.* 189; 57, 5.
 163. Recognizance to indemnify the Admiral, on delivering an alleged prize to *Slye*.
 160. The 'Angell Gabriel.' Purchase of a prize of Sir F. Drake; cf. 59, 8, 191 (Drake).
 179. *Off. Dom. c. Joseph*. Taking wreck in Cornwall.

* The File for 1583-4 is missing.

176. Savidge c. George Drake. Allegation that the 'Bountirowe,' Drake's prize, was laden with war material for Spain; *ibid.* 155; 62, 154, 155. File 58,
A.D. 1591-2.
162. Howard c. Watta. Claim to share of a prize (*semble*, the great galleon 'Madre de Dios') worth £100,000, taken in the expedition of 1590. The sailing orders are annexed.
135. Admiralty jurisdiction at Bristol; arrest of ships by Admiralty and Exchequer process.
100. Petition of a wounded seaman for a passport; *cf. ibid.* 99.
64. Fishborne c. the 'St. Mary.' Condemnation of a French ship for trading with Spain, the French Ambassador assenting; *ibid.* 65. *Cf. ibid.* 34, 35, 46 to 57; 60, 87 to 97.
62. Fones c. Ameredyth. Award of Caesar, by consent, for salvage; one-third of cargo to salvors, and £18 for ordnance saved.
25. Articles by King of Portugal against Brettie for trading to Guinea; *ibid.* 21, 22, 26.
284. Furtado c. Bowes. Breach of consortship; not assisting the 'Tiger' in distress, 59, 193. File 60,*
A.D. 1591.
235. Off. Dom. c. Stoweleye. Articles for erecting, without a licence, a tidal mill at Fremington, in Devonshire.
168. Appointment of a searcher for uncustomed goods.
140. The 'Maria.' Carrying contraband goods to the Spaniards; *ibid.* 143. *Cf. ibid.* 136-139.
54. Pearse c. Higgins. Share of gold taken in a prize.
27. Glenham c. goods ex 'Fianda.' Prize sentence; Spanish goods, except some sugar taken in exchange for victuals supplied.
149. Letter of Howard directing restitution of the 'Griffyn' seized for not 'valing bonnett' to the Queen's fleet. File 61,
A.D. 1593.
128. Order of Council, signed by Caesar as Vice-Admiral for London, directing stay of ships in apprehension of an Armada; dated 9 Oct. 1587.
127. Prize sentence (on paper); and *passim*.
72. Letter from Howard as to a capture by Drake, without commission.
66. Musgrave c. the 'Roger and Katherine.' Spoil of an anchor from one of Drake's ships in the expedition to the Groyne.
39. Dispute as to Weymouth Admiralty jurisdiction; charters annexed; 62, 162-164.
37. Trambley c. De Revera. Average contribution; custom.
1. Harwich fishing vessels seized in Iceland by King of Denmark.
219. Alvarez c. Earl of Cumberland; prize sentence. File 62,
A.D. 1594.
147. Lidyatt c. Jones. Contempt; suing in Common Pleas on a charter-party made abroad.
128. Muenix c. Sir Geo. Carey. Spoil; *ibid.* 115; 65, 134, 136.
107. Off. Dom. c. Glenfield. Buying a lion set with emeralds, purloined from a Spanish prize; *ibid.* 108.
86. Hubbock c. Peterson. Fish dues payable to chapel of St. Peter ad Vincula, in the Tower of London; *ibid.* 58; 63, 164, 165; 65, 250.
9. Simes c. Oliver. Law merchant; right to detain or alter destination of goods in transitu; *ibid.* 1, 10; 63, 63-65.
225. Spoil of ship ashore, the crew having got safely to land. File 63,
A.D. 1596.
196. Off. Dom. c. Upton. Resisting seizure of uncustomed goods.
185. Off. Dom. c. Watkins. Buying pirate goods.
146. Off. Dom. c. Mullineux and Moore. Claim to wreck at Black Rock on the Mersey; *ibid.* 144, 234, 239; 62, 95, 169, 172; Miscell. Books 987, 2, 40.
102. Vincentson c. Matthews. Freight payable on captured goods; *ibid.* 101. *Cf. ibid.* 93.

* This File is wrongly numbered. It should come next before File 59.

78. Hostility of sheriffs and country people to droit-gatherers.
 31. Exporting victuals without licence.
 23. Cherrie c. Baker. Taking plaintiff's boat stored at Newfoundland.
 File 64, A.D. 1596. 106. Barmundeston c. Elwood. Claim to wreck and royal fish—'animalia que dicuntur wayffs' at Magna Cotes, Lincolnshire.
 76. Lightfoot c. Calve. Loss of wines stowed on deck.
 53. Redfern c. Shoemaker. Money lent on 'bommery or bothomry,' whether payable on abandonment of voyage. Cf. 65, 50; 67, 37-59, 118; 68, 106, 107, 114: 69, 67, 187.
 26. De Vrie c. Earl of Essex. Spoil. Cf. 66, 200.
 File 65, A.D. 1597. 242. Off. Dom. c. Randall. Articles against a Vice-Admiral for allowing ships to go to sea during a prest, and for allowing pirates to escape: *ibid.* 68.
 236. Kimber c. Sharpington. Damage to a lighter by another lighter negligently moored alongside; 64, 66, 102; 66, 177.
 220. Maurmiller c. Lowbighe. Not accounting for jewels brought from Germany for sale; for one of which the Queen offered £1000.
 138. Russell c. the 'Expedition.' Property in a ship passing by bill of sale, without delivery.
 112. Dequindeguy c. Raischley. Spoil of the 'Holy Ghost'; 64, 28, 70-71, 101.
 73. Hukin c. Anwicke. Salvage of goods from a ship wrecked on the Barrows.
 69. Johnson c. the 'Black Eagle.' First decrees for wages, necessaries, debts, and bottomry, against the same ship; *ibid.* 48, 53, 57, 59, 61, 65.
 24. Award of Dr. Cæsar. Joint capture by the 'Contente' and the 'Pendragon.'
 18. Off. Dom. c. Burnell. Articles against Vice-Admiral for Essex; exaction of fees for salvage of a buoyed anchor; transfer of case to High Court; *ibid.* 17.
 File 66, A.D. 1598. 138. Diene c. Carter. Buying at sea corn taken from a Dutch ship by a French captor; *ibid.* 88.
 124. Thompson c. Diggins. Condemnation of salt bought at sea from a Scot who concealed the fact that it was Spanish, on payment of freight to the Scot; *ibid.* 130-133.
 123. Charles c. Crost. Spoil of French ship, with letters of safe conduct, having on board valuables for ransom of Spanish prisoners.
 110. Cullimer c. Walton. Spoil by Norris of a Danzic ship with letters of safe conduct. Cf. *ibid.* 25, 46, 97.
 90. Grimont c. Bird. Restitution of a ship taken as a French rebel by Dunkirkers; special commission; *ibid.* 168; 67, 100.
 51. James c. Desacre. Attack on the 'Pilgrim' in Newfoundland by Frenchmen: custom as to fishermen reporting themselves to French Admiral there.
 30. Bewdolph c. Gantlett. Trespass on the foreshore of Sheppey, taking 'gould stones and sulphur stones' (? copperas); 67, 143.
 3. Letter of Nottingham, as to a prize taken by the 'Flying Dragon' without commission.
 File 67, A.D. 1599. 152. Off. Dom. c. Lady Margaret Hawkins. Restitution of the 'Concord,' arrested for spoiling friends and privateering without commission; *ibid.* 28; 66, 80; Miscell. Books, 999, a letter of Nottingham.
 91. Berry c. Farnell. Taking oysters from 'lanes,' at York fleet.
 55. Letter of Nottingham as to the 'Mary,' arrested for desertion. Cf. *ibid.* 48.
 File 68, A.D. 1600-1. 204. Forfeiture of sureties' bond; non-appearance; 67, 13.
 215. S. D. N. R. c. prize goods of the 'Lyon's Whelp.' Spanish goods and goods of traders with Spain condemned to the crown. Cf. *ibid.* 143.
 203. Waltham c. Sir W. Raleigh. Joint capture by the 'Prudens' and the 'Diamond'; *ibid.* 136-142, 159, 186, 203.
 179. Earl of Cumberland c. Penrose. Spoil of a Spanish prize wrecked at Hell Cliff,

¹ For an early instance of this see Cl. Ed. III. pt. 1, m. 29.

Cornwall; claim of wreck and salvage; Prohibition, Cor. Reg. Mich. 42 and 43 Eliz. rot. 8210; see Dyer, 159, b.

171. Off. Dom. c. Wood. Obstructing water bailiff, measurers, and ferrymen on the Trent, grantees of the Admiral. Cf. *ibid.* 68; 69, 196.

157. Off. Dom. c. White. Articles for trading with Spain, selling a ship contrary to proclamation, and taking timber flotsam off Topsham.

147. Nottingham (Earl), Sir R. Cecil, and Traughton c. Arens. Trading with Spain; *ibid.* 130, 131, 145-147.

108. Leighton c. Peter Moore. Reference to Trinity House as to whether damage to cargo was by weather or fault; report that Moore was a skilful mariner, and no fault. Cf. *ibid.* 105, 172, 218; 69, 173, 186; 68, 128.

98. Mebb c. Vose. Cutting a pilchard seine and taking the fish.

85. Willis c. Prestwood. Fraudulent sale of ship to avoid arrest; *ibid.* 144, 162.

60. S. D. N. R. c. Andreas. Condemnation of a prize to a Queen's ship.

52. Baker c. the 'Arstophilax.' Breach of charter-party of the 'Rosselyn,' chartered by Peregrine Lord Willoughby (deceased) for reprisals; suit against Lord Zouch and Edward Saye, guardians *ad litem* of Robert, Lord Willoughby.

47. Off. Dom. c. Brooks. Concealing wreck and valuables taken from dead bodies ashore at Cuckmere Haven, Sussex; *ibid.* 37; schedule of articles valued at £2000.

32. Sir Thomas Sherley c. the 'St. Anthonie.' Consortship agreement; joint capture. Cf. *ibid.* 24.

19. Jennings c. Crocker. Joint capture by the 'Refusall' (Sir J. Gilbert) and the 'Endeavour'; 69, 27. Cf. *ibid.* 1, 160, 161.

178. Freeman c. Lydiard. Wages of shipwright; prohibition, afterwards withdrawn; see *supra*, p. 66.

162. Off. Dom. c. Debble. Obstructing Millbrook Harbour, and taking anchors and buoys; copy record of V. Admiral's Court. See Miscell. Books 990, 197, a letter of Nottingham, anxious as to jurisdiction.

158. Prestwood c. Marshall. Conversion of ordnance; defence, taken for the Admiral's, 'Mary Margaret'; *ibid.* 121; 68, 58.

155. Nottingham (Earl) c. Cumberland (Earl), Sir R. Cecil, Sir R. Basset, and others c. the 'St. Mark.' Joint capture by the 'Refusall,' the 'Lyon's Claw,' the 'Chance,' the 'Diamond,' and others; *ibid.* 89, 123, 157, 161; 64, 118, a letter from Lady Clifford, as to her husband's absence on service. Cf. Act Book, 153, 25 May, 1603.

File 69,
A.D. 1602.

VI. The Series of 'Exemplifications' and 'Examinations.'

These two series are now known at the Public Record Office as 'Admiralty Court Miscellaneous Books,' of which series they are Nos. 956 *seq.* and Nos. 218 *seq.* respectively. The Exemplifications begin in 1537, and the Examinations about the same period. The former are loose files of documents, the latter bound volumes. The Examinations are the depositions of witnesses in causes, and, except for the light they throw upon the cases contained in the Files of Libels, are not of general interest. The Exemplifications are of more importance, and contain many documents of great interest, historical and legal. The title 'Exemplifications' is misleading, for the documents are, almost all, either original or drafts. The documents themselves are very miscellaneous in character, but for the most part they relate to the issue of the process of the Court, and to the duties of the Registrar therein. The close connexion between the Admiralty Court and the Council is disclosed very clearly. There are many of the original petitions to the Council by merchants robbed at sea and others, with notes and endorsements showing how they first came before the Council, and were then referred by the Council to the Admiral, and by him to the Judge, and so came to the Registrar, with directions, often in the Admiral's or Judge's handwriting, for the issue of process. There are, besides, a large number of original and other letters of the Council, of the Admirals, and other leading statesmen,

directing and controlling the action of the Court. In some of the Files the signatures of Howard, Clinton, Burghley, and Walsingham are very frequent. Clinton's letters appear to have been sometimes written and signed by his wife, 'Elyzabeth Clynton,' who certainly wrote a much more legible hand than her husband. Some of the letters of the Council belong to the years for which the Act Books of the Council are missing, and contain the only record of the matters to which they relate. Apart from their interest in connexion with the Admiralty Court, they throw light upon the relations of England with France, Spain, the United Provinces, and other foreign states during the stormy years which preceded and followed that of the Spanish Armada. The present writer has hastily glanced through the files of 'Exemplifications' belonging to the period to which these volumes relate, and has collected the following references showing the general character of the documents:

Cargo lost by fault of the ship; liability of shipowner; 956,¹ 278.

Note as to denial of justice by reason of prohibitions; 956, 167.

Letter of Hussey, the judge, as to the principles upon which a commissioner to collect wrecked goods is to award salvage; 'and further this ys tascertayne you that as in this case there ys no certen rule ne determynate prescribed order in thadmyrall courte what suche parsones shall have as travayle for the conservation of suche goodes but thorderyng throlf ys comytted unto the discrecion of thofficer of suche place as suche cases chauncethe for the tyme he having a juste respecte both to the paynes and labors of the savers and conservers and also unto the kynde of the thynges that ben saved ther masseues (?), and value in iron and brasse and suche other lyke sadder wares beyng under the water the owners and proprietores beyng nether presente ne knoweng or pursaeng for the same the maner hathe ben that in suche case the fynders and conservers have had the value of the thyrd parte of the thyng so founden as yt hathe ben worthe to be solde and in all flotyng thynges ut supra the vth parte or ells lesse as the parties colds agree but in this case presente onely by the consentes of the fynders and losers or ells by the discrete order moderacion and meane taxation of the judge; ' 956, 69. See also as to salvage reward, 957, 163 to 165 (letters of Seymour); 960, 218.

Freight of oil leaked from casks; 956, 183. Arbitration; wages; 957, 163, 166.

License to diver to save sunken wreck; 957, 163, 164, 165, 92; 974, 81.

Habeas corpus does not run to the Admiralty Court; case of Thomas Pike, 959, 22.

Dispute between the Admiral and the Warden of the Cinque Ports as to a wreck in Sussex; 959, 7.

Letter of Northumberland about spoil of a wreck, 960, 216.

Petition to the Council by the owner of goods insured in a French ship that arbitrators may be appointed, and the insurers made to pay: 'And forasmuche as your said rater hath noe remedye by the ordre and course of the common lawes of the realme and that the ordre of assurance is not grounded upon the lawes of the realme but rather a civill and maritime cause to be determined and decided by civilians, or els in the highe courte of the Admiraltie; ' 966, 91; see also as to insurance cases, 965, 191; Acts of the Privy Council, by Mr. Darent, 1575-1577, p. 230; Act Book, 140, May 29, 1570, Commission appointing arbitrators or judges; application by Dr. Hector Nunes on behalf of foreign merchants who cannot get their insurance paid, 972, 101; a similar petition by an Easterling 'forasmuche as the matter . . . consistethe and standeth muche upon the orders and usages of merchautes by whom rather than by course of law yt may be forwarded and determyned' with the reference and commission to English and foreign merchants to hear the case; 968, 138.

Letter of Clinton as to Sir Hugh Willoughby as to pressing men for his voyage of discovery; 960, 157.

Grant by the Admiral of wreck in Whitchurch river, Dorset, to Rogers; 962, 98.

¹ The number in clarendon type refers to the number of the 'Miscellaneous Books;' the other, to the number of the document in the File

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A derelict claimed by Clinton; 963, 77.

Claims to wreck and Admiralty rights at Penrith, Cornwall, by Sir John Arundell, 963, 5-4; 971, 20; by Sir John Killigrew, in Pider Hundred, Cornwall; 971, 20; and at Helford, 973, 147; by Fitzwilliam at Maplethorp, Lincolnshire, 965, 227; by Sir Henry Curwen, in Cumberland; 967, 202; by Sir John Constable, at Holderness, 962, 193; and by Sir Henry Constable, 987, 39; by the Earl of Bedford at 'Anwyke;' 962, 96.

Letter of Clinton as to spoil of the Spanish treasure ships, contrary to proclamation of Dec. 11, 1568, and letter of assistance from the Council; 963, 63, 64.

Letter of the Council to mayors and other officers to assist in all cases referred from the Council to the Admiralty; 964, 289.

Letter of the Council (1568) directing the arrest of a French ship laden with Genoese goods captured in Plymouth harbour by a ship of the Prince of Condé; 963, 19.

A petition by Faveau, a French merchant, and commission by Clinton to Sir W. Garrard and others to decide an insurance case, with a list of defaulting insurers; 964, 122, 123, 124. *Litteræ certificatoriæ* from the Admiralty, certifying to the loss of the goods, so as to enable the assured to recover.

Warrant to the Admiral to grant commissions to the seaports to set out ships against pirates, the towns to have such part of the pirate goods as the Lord Chancellor, the Lord Treasurer, the Barons of the Exchequer, and other persons named may think fit. Instructions to those having commissions, May 22, 1577; 973, 135; and see 972, 33, 93, 94, 96; 977, 51, 57, 65, 92; 975, 83.

Letter of the Council directing process to issue for the preservation of wrecked goods; 971, 164 to 167; cf. 970, 39, 77, commissions issued; commission to Vice-Admirals' judges, with power to decide questions of wreck—'ad cognoscendum et decidendum de wrecco maris magno seu parvo ac de morte submersione et visu corporum' 970, 45; letter of Nottingham directing a commission to issue to collect 'winde driven' wreck, 968, 275.

Letter of the Council withdrawing the arrest of a Spanish ship taken by Hawkins (1583) in the Indies; 977, 94, 95.

Letter of Walsingham directing the discharge from arrest of ships for not paying custom to the King of Spain at the Azores, it being uncertain whether the Azores belong to Spain or Portugal; 976, 185; and see 975, 25.

Letters of assistance from the Council, and letters from Walsingham, directing the issue of commissions to preserve wrecked goods or to arrest pirates; 973, 22 to 37, 104; and *passim*.

Certificate to Burghley and others of a sentence by the Admiralty Court, in a spoil case, for restitution; 972, 43.

Litteræ certificatoriæ, under seal, stating that cargo was damaged by weather and not by fault; freight therefore payable; 971, 17.

Letter of Brederode, Admiral of the Prince of Orange, touching a ship captured off Dover; 966, 14.

Certificate by the Mayor of Dover of spoil by the Governor of Brill, commissioned by the Prince of Orange; 968, 99; of spoil off Lowestoft, 968, 88; certificate by the court of damage to cargo by weather and not by fault; 971, 17.

Submission of the bailiffs of Weymouth to the Admiral. They agree not to exercise Admiral jurisdiction 'nisi de hiis tantum qui contingant et oriantur in dicta villa et portu ejusdem inter burgenses et homines suos et non aliter In quibus stilum aut nomen Admiralli quovis quesito colore non usurpabunt neque de piratis aut eorum bonis se intromittant.' They are to have anchorage and casualties, but not pirate goods, and they are to execute process of the High Court (22 Sep. 1583); 977, 196. Cf. Act Book 148, 21 Aug. 1589, a similar disclaimer of Admiralty rights by the Mayor of Beaumaris.

Letter of the Council directing process against pirates, to be racked, if necessary, so as to make them disclose their accomplices and victuallers; 977, 191; letter of Burghley on the same subject, stating the urgency of the French Ambassador; 977, 193.

Letter of Howard as to reprisals against Spain, 978, 241; Articles issued by the Council as to reprisals (9 July, 1585), with a list of the ships to have commissions, 978, 242.

Licence for the Hull Trinity House to take tolls for buoys and beacons, 978, 158.

Letter of the Council directing the recall of reprisals issued against men of St. Malo; desire of the Queen to be on good terms with France; 978, 127.

Warrant to collect wreck on the Goodwins, 978, 149.

Letter of Howard as to the sale by Flushingers of their prizes in Devonshire ports (Dec. 14, 1585); 978, 104; as to taking security from shipmasters not to victual enemies; 978, 129.

Licence to Patrick Bleares, Howard's chaplain, to place beacons and buoys on the coasts of Devon and Cornwall, and to take tolls (1587); 978, 104.

Letters of Francis Drake to Howard, 26 Dec. 1587, 'I can do without the Grace'; 979, 9.

Letter of Howard, 'I doo especially desire that all the Frenche male bee satisfied with justice to the uttermost' (June 9, 1587); 979, 210.

Letters from Howard 'fro of aboard her majesties good ship the Arke this 29 June 1588,' touching buyers of pirate goods; 980, 57.

Warrant to Howard to grant commissions for reprisals against French Leaguers, Nov. 1589; 981, 51; letters of Walsingham and Howard as to the French King's interest in Leaguer prizes, 982, 12, 133, 196; 985, 63, 99, 129.

Letters of Howard as to stay of causes until one of the parties has performed H.M. Service, 982, 9; because the plaintiff, Dr. Hector [Nonez], is a 'notorious instrument againste her Majesty and this State,' 982, 69; until the Admiral comes to London; 982, 114.

Letter of Howard (Aug. 16, 1590) as to the insertion of a clause in commissions for reprisal forfeiting the ship if friends are spoiled, 982, 152; as to taking out from prizes six of the 'best' Spaniards for exchanging purposes; 983, 48.

Regulations as to letters of reprisal, July 9, 1585, July 20, 1589; 984, 113.

Letter of Howard, 985, 13.

Remembrances touching Articles for convoy of the Bordeaux fleet (Sep. 24, 1590); letters of Howard thereon; 982, 130 to 132.

Letter of the Council as to diamonds, rubies, and pearls captured. The Queen keeps the pearls and gives the rest to the captors; 984, 103.

Letter of the Council as to the lewd practices of a shipowner in not delivering a chest belonging to one of Antwerp, directing his arrest; 985, 114.

Letter of Howard as to a ship salved 'wherof in right of savage he (the salver) is entitled to on half;' the owner 'on whom I have bestowed it' is to have the other half, compounding for salvage thereof; 985, 75, cf. Act Book 141, Apr. 3, 1572.

Unlawful fishing; 986, 95; 986, 192; 987, 65; 988, 172; 973, 67; Articles for the government of the Clovelly herring fleet, 989, 75.

Applications to the Admiral for licences to beg, by distressed or wounded seamen and others; 986, 28 (these are very frequent).

Letter, March 17, 1595, of Howard, directing the appointment of the Lord Treasurer as his deputy in his absence 'as the last was you made in 1558'; 986, 3.

Supply of seamen for the fleet; 986, 28.

Contraband goods seized by Sir John Gilbert; question as to linen (sall) cloths: 988, 304. Cf. Act Book 149, Dec. 22, 1591, an order of the Council.

Indictments of pirates; 988, 130.

Opinion of the Chief Justices as to the power of spoil commissioners to issue execution; 988, 9.

Fish dues payable to the chapel in the Tower of London; *inspeximus* of charters of Hen. I. and Ed. III.; 987, 169.

Petition of Ellice ap Even, who had travelled from Wales to London to answer for money taken by him from a dead man on the Flintshire sands. The money was claimed

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by the Vice-Admiral and by the dead man's brother ; 988, 266. Cf. 984, 155, warrant to arrest men who have rifled bodies of the drowned.

Letter of Nottingham directing a commission to collect and save wrecked goods ; 989, 95 ; 982, 154 ; 983, 186.

Letter of Nottingham as to the practice of selling prizes abroad ; 990, 110.

Deodand ; letter of Nottingham as to money taken from the body of a drowned man ; 988, 266, 267. Restitution of the 'Gabriell,' forfeited as a deodand for running down a wherry and drowning a man ; 990, 27.

Letter of Nottingham as to prizes taken by Carey before, but condemned after, the death of the Queen ; 990, 18.

VII. The Later Records.

Space permits of only a few remarks on the records subsequent to the reign of Elizabeth. Notwithstanding the determined attack upon the Admiralty Court by the common law judges, the business transacted by it during the seventeenth century was very considerable. Its character is very similar to that of the sixteenth century. The list of forty-five prohibitions issued during the first eight years of the reign of James I. has already been mentioned.¹ It shows that in the view of the common law judges the Admiralty had no jurisdiction in most of the matters with which it had hitherto dealt. Collision in a county, wreck (or salvage), charter-parties, bills of lading, bottomry, wages, piracy, and even prize were all held to be matters for prohibition. Nevertheless the court, whether by right or by sufferance, went on very much as before until the Restoration. During the Commonwealth its business seems even to have increased, owing, probably, to an ordinance of Parliament which declared or gave the jurisdiction which it claimed. With the Restoration the attack of the common lawyers upon the court began afresh, perhaps encouraged by the disfavour which then attached to all the doings of the Commonwealth, including the recent settlement of the Admiralty jurisdiction. The efforts of Sir Leoline Jenkins to induce Parliament to confirm that settlement, and their final failure, are historical ;² ample references to them occur in the Admiralty Court records.³ The decadence of the Court dates from this period. Admiralty lawyers then gave up a hopeless struggle with the common law judges, and the business of the court rapidly declined. During the eighteenth and early part of the nineteenth century the business consisted principally of piracy, salvage, collision, wages, and bottomry suits, but the amount of the business was trifling, compared with that of former years ; and the jurisdiction, even in these matters, was questioned by occasional prohibitions.

History of
the court.

Notwithstanding one or two prohibitions in matters of prize, the jurisdiction upon this subject was never seriously contested, and it was finally recognised towards the end of the eighteenth century.⁴ The separation of prize from instance business appears to have been made shortly after the Restoration, partly, perhaps, in consequence of conflicting claims of Charles II. and the Duke of York, the Admiral, to certain droits. From this time the instance and prize records are kept distinct.

The references given below to the later Files of Libels are merely notes of matters which caught the eye of the present writer in the course of an examination of the records for the purpose of tracing the history of the law as to division of loss in case of collision. They are far from being complete or exhaustive. The printed extracts from the records

¹ *Supra*, p. lvii.

² Sir L. Jenkins' argument before the House of Lords in favour of the measure is printed in Wynne's *Life of Sir L. Jenkins*, Vol. I. p. lxxvi. See also Harl. Miscell. 371, for a good statement of the case for the Admiralty.

³ See Miscell. 29, 243, and elsewhere, where the drafts of the bill and many of Sir L. Jenkins' papers are to be found.

⁴ See *Lindo v. Rodney*, 2 Dougl. 213, note. A consultation was awarded in a prize case in 1559 ; Miscell. 52.

contained in this and the preceding volume indicate the general character of the cases. Many of the principal events of English history leave their traces upon the records. The wars with Spain, France, and Holland, the contest between Charles I. and the Parliament, the Irish and Scotch rebellions, the beginning of our colonial trade, the founding of the East India Company, and its contests with the rival Dutch Company in the far East, and, in later days, the coarse piracy of Captain Kidd and his companions, are all illustrated by the records. The names of Gondomar (De Acuña) and the various ambassadors of foreign powers, of Buckingham, Warwick, Northumberland, Pennington, Blake, Prince Rupert, Pepys, Sir Henry Morgan, the Duke of York, and even of Captain Kidd, and Toussaint L'Ouverture, the negro patriot of San Domingo, all occur with more or less frequency throughout the records. A few references to these are given below.

Growth of
maritime
law.

Meanwhile maritime and commercial law is slowly growing into shape. It seems to be clear that its earliest growth was in the Admiralty, and not in the common law courts. Before the latter had finally established their supremacy, many points of maritime law that were afterwards painfully elaborated by the common lawyers had for at least a century been familiar to the civilians. The liability of the shipowner as carrier for loss by thieves, which was discussed at Westminster in 1671,¹ was treated as clear law in Admiralty so early as 1640,² and probably earlier.³ Similarly general average, insurance, and the negotiability of bills of exchange and bills of lading, all matters of rare occurrence in the Westminster Courts during the Elizabethan and Stuart period, were very frequent in the Admiralty. The Westminster Courts elaborated their law upon these and many other points of commercial law, without much reference to the previous decisions of the Admiralty. These were probably treated as decisions of an inferior court that had no jurisdiction. Nevertheless the common law, with tardy steps, followed the Admiralty in many of its decisions, perhaps unconsciously, and certainly without acknowledgment. Sir Matthew Hale⁴ is careful to point out that the common law courts, as well as the Admiralty, administered the civil law, so far as, by the law of England, the civil law was applicable to maritime cases; and the supremacy of the former being established, the decision as to what was the law of England was necessarily in their hands.

Insurance.

Insurance law alone owes little to Admiralty judges. The court of Admiralty does not seem to have given satisfaction to underwriters or merchants. With the exception of a few cases which found their way into the court during the latter half of the sixteenth century, most of which are noticed in the present volume, there is little to be found on the records relating to insurance. An attempt was made in the early part of the seventeenth century to erect a special tribunal for the trial of insurance cases, but the court proved a failure, and the English law of marine insurance is mainly the creation of Lord Mansfield. Until the middle of the eighteenth century, insurance cases were settled for the most part by arbitration, or by some domestic tribunal, or were referred by the Council or the Admiralty to special commissioners appointed *ad hoc*.

The records of
court of
Delegates.

The records of the Delegates, the court of appeal from the Admiralty, commence early in the seventeenth century.⁵ The Delegates' Assignment Books, Delegates' Process Books, and a few of the Delegates' sentences are extant. They relate chiefly to ecclesiastical cases, but a few from the Admiralty are amongst them.

Drawing-up
of sentences.

Sentences ceased to be drawn up about the middle of the eighteenth century. After that date, interlocutory decrees took the place of sentences, and the registrar's note in the Assignment book is the only record of the decision of the court.

Numbering
of documents.

The system of numbering the documents in the Files of Labels is changed in the early part of the seventeenth century, when the numbering begins at the bottom instead of the top of the File.

¹ Miscell. 154 (autograph).

² *Morse v. New*, 3 Keb. 72, 112, 135.

³ *Heade v. Stile*, File 102, No. 269; and see *Wright v. Lenthall*, File 112, No. 151.

⁴ See pp. xliii, 146, and *Beck v. Nicholls*,

Act Book, No. 148, August 4, 1597.

⁵ *Hargr. MSS.* 93, fo. 11, 12.

⁶ The earlier records were destroyed in the Fire of London. *Hargreaves MSS.* 391, fo. 283.

Amongst the Admiralty Court papers at the Public Record Office are some three hundred paper bundles known as 'Miscellaneous.' Their contents consist, for the most part, of 'ship papers' or log books, manifests, bills of lading, invoices, merchants' account books, and private letters taken from prizes captured during the last century. But mixed up with these is a very miscellaneous collection of documents which accumulated in the Admiralty Registry between the close of the sixteenth and the beginning of the present century. The important File of Prohibitions is there,¹ as well as a number of loose prohibitions of later date. There is also a File of Patents granted to and by the Admirals from 1519 downwards. The number of 'attestations' or depositions of witnesses in prize cases taken upon commission during the Commonwealth and Stuart period is very large. References to a few of the more interesting of the documents in the 'Miscellaneous' bundles and in the Files of Libels subsequent to the death of Elizabeth are here given.

The 'Miscellaneous bundles.'

Liability of shipowner as carrier: Ship to pay for non-delivery from whatever cause, 112,² 151; proof of loss by peril of sea is in Admiralty, and not elsewhere, 112, 225; by custom and by the civil and maritime law the ship is liable for embezzlement or deterioration or spoiling of cargo, 119, 176; shipowner liable for loss by fire, 97, 13; for bullion lost by ship sinking, 81, 143, 311, 327; 103, 239; 104, 145, 146; allegation that the shipowner lost the goods by 'negligentiâ seu saltem non tradidisse,' 114, 101; passenger's luggage at own risk, 110, 69; timber carried on deck at owner's request, 78, 91; effect of bill of lading, shipowner liable for leakage and deterioration of wine after signing, 79, 65, 80, 103; cf. 76, 95; 111, 203. As to the modern exception of act of God, see 109, 8, where a collision happened accidentally 'so pleased God.' Cf. S.P. Dom., Chas. I., Vol. 486, No. 83, a collision by mischance or 'the hand of God.'

Shipowner's liability as carrier.

In a contemporary paper, drawn up apparently by an Admiralty practitioner, containing an answer to Lord Coke's Articles of the Admiralty, it is stated that prize and average are a gratuity to seamen for their care of the cargo, that loss of goods by stealing of the crew is paid for out of freight; and that loss by casualty of the sea is borne by the goods' owner, and not by the shipowner; Miscell. 243.

'*Negotium probationis damni*' is the title of a proceeding which occurs very frequently during the seventeenth and eighteenth centuries. It seems to have been an *ex parte* proceeding in the nature of a protest, instituted by a shipowner or master, to prevent a suit being brought for non-delivery of goods lost by peril of the sea, or to enable the merchant to recover insurance; occasionally, but rarely, a sentence followed, absolving the shipowner from liability; 115, 145, 146, 147, is an instance of such a sentence.

Negotium probationis damni

Assignment of goods by delivery of the bill of lading: 76, 135; Flute's case, 94, 148, 169; 95, 3, 88, 143, 144, 158, 167; where the shipmaster was sued in Admiralty for delivering a bar of silver to one who had fraudulently obtained the bill of lading. Sentence having been given in his favour, the owner of the silver got a prohibition, and sued at law; see S. P. Dom., Chas. I., Vol. 381, fo. 4, a letter from Sir H. Marten to the Chief Justice; prohibition, Miscell. 57. And see Gravenor c. Flute, a bill in Chancery for fraudulently getting possession of a bill of lading, Miscell. 230.

Negotiability of bill of lading.

Fishery jurisdiction: Ordinances for the regulation of fishery in the Thames, and as to the marking of the position of anchors by buoys, are frequently mentioned; 90, 302; 112, 78, 180; 122, 44. These appear to have been presentments of juries at Admiralty sessions,³ see Miscell. 29, 39, 229, where a copy of the articles will be found. Grounding upon unbuoyed anchors was a very frequent cause of loss, and amongst the records are many sentences condemning the owners of unbuoyed anchors in damages.

The Thames Admiralty Ordinances as to.

Curiosities: A book of the customs of Guernsey, compiled in pursuance of an

Curiosities.

¹ Miscell. 67.

² The figures in clarendon type refer to the Files of Libels; the others to the document upon the File.

³ Cf. the Inquisition of Queenborough and Rowghton's Articles in the Black Book of the Admiralty, Rolls Series, Vol. I. pp. 149, 221.

Order in Council of 1568 and 1580-2, together with the Order in Council of 1568,¹ Miscell. 235. A narrow parchment copy of 'De officio Admirallitatis,' or of the additions to the Inquisition of Queenborough;² Miscell. 229; a copy of this in Sir L. Jenkins' handwriting, Miscell. 39. A bill of health 'por no aver le peste' (1644), Miscell. 69. A mutineers' round robin, 91, 324. The mark of arrest by the Admiralty court was a broad arrow on the mast, 101, 174. The pirates' black flag and cross bones mentioned, 134, 117. Catalogue of a sale by the court at the Royal Exchange of jewels and gold dust of great value captured from pirates, 127, 107, 110; 128, 141. Patent to Sir John Killigrew to build a beacon on the Lizard, Miscell. 230, 239. A card, with movable string attached, used in navigation, Miscell. 111. The 'Royal George' ship's articles (1767), Miscell. 1767. Merchants' account books in Arabic (or Persian?), taken from the 'Santa Katherina' (1747), Miscell. 46, 47, 48. Voyage to Virginia (1633), Miscell. 58. Rolle d'Equipage (1758) of 'Le Téméraire,' Miscell. 96. Dutch charts of the Channel and Bay of Biscay (circa 1750), Miscell. 98. Receipts for payment of Dungeness and Foreland light dues, Miscell. 13, 15, 74, 78, 80, 82, 85, 92. Mortgage of a ship (1644), Miscell. 232. Mariners' contract (1631), Miscell. 230. Ship papers from prizes taken in Vigo Bay (1702), Miscell. 184. Règlement du Roy as to the sharing of prizes by 'vaisseaux armés en course,' Miscell. 1747. Records of Admiralty court of Jamaica (1662), Miscell. 60. Is a monkey a dangerous animal? This question arose in 1642. The master of the 'Success' sues the master of the 'Sunflower' for injuries to Richard Child, one of his crew, by a 'certaine wilde beaste called a munkey ape or baboone,' which he kept for his pleasure 'or some other respect,' but unchained, so that it escaped, and 'without any provocation or cause given him by the said Richard Child' seized upon and bit him severely; 106, 156. Ambergris,³ 3 lbs. worth £150, 113, 39. Ordinance of the States General, privateers, Miscell. 258. The silver oar, S. P. Dom. Car. I., vol. 98, No. 47.

De Acuna (Spanish Ambassador) c. Brazil wood ex 'Paragon,' and c. Puntys and others; sentence absolutory. The defence was that the wood was not cut in dominions of the King of Spain, but where 'the savadge people . . . do kill and eate so manie of the Kinge of Spaine's subjectes as they doe or can take and surprize;' 78, 201.⁴

The King's
streams.

The King's streams: Seizure of ships in English territorial waters;⁵ violation of the King's 'streams' or 'Chambers;' limits of the realm; 71, 142; 90, 91, 92; 93, 122; 94, 71, 245; 97, 51 (mare Anglicanum); 98, 346; 108, 267; Miscell. 242.

Visitation
and search.

Right of visitation and search; royal ships, 94, 98, 202, 242, 257; 95, 65; ships under convoy, 124, 292.

Reported
cases.

Reported cases. - Fleming c. Yates, Bulstr. pt. 3, 205, taking kelp in the Severn, prohibition, is 73, 185. Justiniano c. Poyntz, Bulst. pt. 2, 322, is 78, 195, 201. Violet c. Blake (or Blague), Cro. Jac. 504 (where it is wrongly referred to as a case of collision), is detainee of a ship at Blackwall, 79, 100. Tasker c. Gale, Roll Alr. 533, is 391, 282. De Villiers' case, Hob. 79, is 75, 35, 53, and elsewhere. Don Alfonso c. Cornero, Hob. 212, is 76, 156. Justin c. Ballam, 1 Salk. 34, is 129, 211.

Wreck.

Wreck and Royal fish, right to: at Ravenspron (Sir H. Constable), 78, 46; Orford, 86, 175; in Yorkshire, 91, 73; at Bridlington, 92, 75; Whitby (Sir H. Cholmby), 92, 81; Mutford, Suffolk, 96, 46; Slapton, Devonshire (Sir F. Popham), 99, 69; Abbotsbury, Dorset, 114, 211; Littlehampton, 77, 295; at Sutton, in Lincolnshire, Miscell. 53;

¹ Cf. Acts of the Privy Council 1580-1, p. 174.

² See Black Book of the Admiralty, Rolls Ser. Vol. I. pp. 149, 221.

³ Ambergris was a droit of the Crown.

⁴ This is Poyntz' case referred to 2 Bulst. 322.

⁵ A case of fighting in 'the king's streams' is mentioned in Sir Julius Caesar's

papers. In 1528 a fight occurred in the estuary of the Thames between a French and a Flemish ship. The Fleming chased the Frenchman up to the Tower wharf, and there boarded him. Sir Edward Walsingham, Lieutenant of the Tower, seized both ships and their crews, and the matter came before the Council, who made an end of it. Add. MSS. Br. Mus. 12,496, fo. 383.

Portland (1637), Miscell. 250. Claim by the Crown to a wreck on the coasts of the Great Mogul, 134, 160; on the Malabar coast, 134, 100.

Collision, with a sunken lighter, 79, 21, 118; a wear,¹ 79, 100-101; a ship on the stocks, 81, 76, 80; a house, 105, 310; a dredger, 97, 12; 102, 40, 216; London Bridge, 93, 54. *Semble*, no maritime lien for, 120, 26. Limit of liability for, liability of cargo owners, 139, 25.

Collision;
division of
loss.

The following is a short statement of the cases as to division of loss in case of collision. During the sixteenth century collision cases are very rare. In the seventeenth century they abound. There is no sentence of any judge prior to Sir Julius Cæsar for division of loss; full damages were always given, or none. The judges who succeeded Cæsar, for a collision caused by the defendant's fault, sometimes gave full damages, sometimes half, sometimes less than half. Sometimes they gave half damages where there was no fault in either ship, and sometimes where the cause of collision was left in uncertainty. Not until 1789 was the loss divided where both ships were in fault; and not until 1824 was it decided that the loss must, in such case, be divided equally.

In 1608² and again in 1610³ sentences were passed for full damages where the collision was caused by the fault of the defendant—'voluntarie saltem per ejus incuriam sive negligentiam.' In 1614⁴ occurs the first sentence for half damages. The defendant, being alone in fault, was condemned by Dr. Dunn in half the loss to cargo on board the other ship, and in the whole of the loss to the ship. In the same year, however, full damages are given in another case,⁵ and, apparently, again in 1623.⁶ In 1626,⁷ half damages are given by Sir Henry Marten against a defendant who lay at anchor in the middle of the Thames for two tides and refused to weigh his anchor, which afterwards holed the plaintiff's ship. In 1628⁸ Sir H. Marten gives full damages for a collision caused by the defendant's fault: also in two cases of 1632.⁹ In 1630¹⁰ the same judge gives sentence for half damages, where the defendant's ship was alone in fault; and in the following years three other sentences to the same effect.¹¹ In 1635¹² there is a sentence for full damages; and two others follow, to the like effect.¹³ In 1639¹⁴ the innocent shipowner and cargo-owner recover only half their losses; but in another¹⁵ case of the same year the ship owner recovers full damages.

In 1642 Dr. Zouch was judge of the Admiralty. By a sentence of that year implying, but not expressly finding, fault in the defendant's ship, he gives half damages.¹⁶ By another sentence¹⁷ of 1643, for reasons not stated—'ex certis causis nos et animum

¹ Locum piscatorium.

² Ditton c. Bond, File 73, No. 275 (Dr. Crompton, judge).

³ Nottingham c. Carnabye, File 74, No. 151 (Dr. Trevor, judge).

⁴ Ruckton c. Lambton, File 76, No. 33. The ship arrested in this case belonged to the owner of the wrongdoing ship, but was not the wrongdoing ship herself.

⁵ Per Duen c. March, File 76, No. 463.

⁶ Cruse c. Wynne, File 82, No. 56; Baker c. Corditt, File 82, No. 53.

⁷ Bunne c. Williamson, File 84, No. 463.

⁸ Thredgold c. Goslinge, File 85, No. 325.

⁹ Sneddall c. Leigh, File 90, No. 268; Rothwell c. Lucas, File 90, No. 265. In these cases the collisions are stated to have been caused 'culpâ et negligentia,' or 'culpâ incuriâ et supremâ negligentia.' In another suit for negligence the loss is stated to have been caused 'culpâ, negligentia, vel incuriâ, vel occasione' of the

defendant; see File 88, No. 157.

¹⁰ Rutter c. Ribatira, File 89, No. 241.

¹¹ Stevens c. Trehawke, File 91, No. 27; Clarke c. Beck, File 92, No. 195; St. John c. Grant, File 92, No. 51.

¹² Page c. Haslewood, File 93, No. 243.

¹³ Leigh c. Ireland, File 96, No. 153; Gardiner c. Bright, File 97, No. 174, where the collision is stated to have been 'de industria seu culpâ.'

¹⁴ Colthurst c. Sandall, File 98, No. 58; Wilkinson c. Clarke, File 98, No. 107.

¹⁵ Seagars c. the 'Haddock,' File 101, Nos. 37, 161. In this case the owner of cargo on the innocent ship had recovered full damages against his shipowner upon the bill of lading.

¹⁶ Keddy c. De Frances, File 106, No. 29.

¹⁷ Kinge c. Johnson, File 106, No. 121. The same words are used in a sentence for pro ratâ freight, File 106, No. 79.

nostrum in hac parte moventibus'—out of £1,000, the full damages, he gives £400 only.¹ In this sentence the words 'per crassam suam negligentiam' are struck out. The loss was caused by the defendant letting go his anchor and breaking, or fouling, that of the plaintiff's ship, whereby she drove ashore with her cargo and was damaged. In 1643² there is a sentence, in which the words 'incuria et negligentia' are struck out, giving half damages. By another sentence³ of the same year, the full damages being £600, Dr. Sames 'ex certis causis' as before gives £320 only; and by another,⁴ where the loss is £230, he gives £12 10s. only. In both these sentences words imputing fault to the defendant are struck out. By sentences of 1644 and 1645 full damages are given in one case,⁵ and half damages in another.⁶ In both negligence is expressly found against the defendant.

In 1647⁷ half damages are given, for the first time, because the cause of loss is uncertain. In the same year there is a unique case⁸ where, no fault being found in either ship, the owners of the ship that sinks, and the owners of cargo on board her, recover, by twenty separate sentences, half their respective losses by way of general average contribution against the owners of the other ship. The collision was at sea, and the defendant's ship was held fast to the plaintiff's by the anchor of the latter which had holed her. In order, as the sentence states, to save the defendant's ship, her crew cut her clear by severing her cable and sending the plaintiff's ship adrift, whereupon she sank with her cargo. In the next year (1648)⁹ half damages are given for an anchor and cable lost through the other ship chafing it not, as it appears, by negligence the word 'incuria' being struck out of the sentence. But in the same year a ship recovers full damages for her loss by striking upon the other ship's unbuoyed anchor;¹⁰ and four sentences for full damages against defendants' ship alone in fault follow.¹¹ In 1654¹² a defendant is dismissed because no fault is proved against him; and against a defendant in fault full damages are given.¹³

Next year¹⁴ (1655) half damages are given for a collision caused without fault, and also where the cause is uncertain.¹⁵ In 1659¹⁶ a ship damaged by an unbuoyed anchor recovers half her loss; and in 1663¹⁷ a like sentence is passed, with an express finding that the collision was caused by stress of weather, and that both ships had done all they could to avoid it. But for loss caused by the fault of the defendant full damages are given.¹⁸

In 1664 Dr. Eaton, in two cases where the collision was accidental—'casu fortuito' gave half damages;¹⁹ and in 1668, where a ship with her keel accidentally cut the cable of another, Sir Leoline Jenkins gave half the value of the lost anchor and cable.²⁰ In

¹ Partial damages seem to have been sometimes given by arbitrators. Thus in 1647 there is an award that the loss was caused as to one third by ship A, as to one third by stress of weather, and that the remaining third should be paid by the defendant, 'the aggressor and moving cause,' 123, 151; cf. vol. i. p. 90.

² By Dr. Sames, surrogate for Dr. Zouch. *Belitha v. Burwood*, File 106, No. 194.

³ *Blowers v. Starlinge*, File 106, No. 227.

⁴ *Powell v. Trevyne*, File 107, No. 34.

⁵ *Creame v. Yaxley*, File 107, No. 68.

⁶ *White v. Walker*, File 107, No. 189.

⁷ By Drs. Clerk and Eaton, the Commonwealth Judges; *Grube v. Staggs*, File 108, No. 342.

⁸ *Bury v. Gold*, File 108, Nos. 350 eq. These sentences were varied on appeal by consent, by substituting half for full damages; see one of the sentences of the

Delegates printed in Marsden's *Admiralty Cases*, p. 235.

⁹ *Pooty v. Rudd*, File 109, No. 116.

¹⁰ *Knott v. Foulquier*, File 109, No. 119.

¹¹ *Arthur v. Ford*, File 110, No. 82; *Slavery v. Hopwood*, File 110, No. 80; *Crandley v. Porteer*, File 109, No. 313; *Brake v. the Piper*, File 111, No. 294.

¹² *Dorvill v. Tressaur*, File 112, No. 319.

¹³ *Hall v. Hill*, File 112, No. 240.

¹⁴ *Yaxley v. Delavall*, File 113, No. 67. 'incuria' struck out of the sentence.

¹⁵ *Lowe v. Lee*, File 113, No. 223; *Cooper v. Breeze*, File 114, No. 34.

¹⁶ *Hwyre v. Church*, File 114, No. 86.

¹⁷ *Martyn v. Greene*, File 115, No. 93.

¹⁸ *Jocelyn v. Wickett*, File 115, No. 91. Both these last sentences are by Dr. Eaton.

¹⁹ *Peers v. Cole*, File 116, No. 4; *Haberdyn v. Reeves*, File 116, No. 2.

²⁰ *Parke v. Sorrell*, File 116, No. 169.

1678¹ nautical experts—*consilium artis nautice peritorum*—are for the first time called in. They concur in a sentence finding the defendant ship alone in fault, and the judge, Sir Leoline Jenkins, gives half damages. In 1675, in three cases² where the cause of collision is stated to be uncertain, Sir Leoline Jenkins applying, as he states, the general maritime law—*'nos dispositionem juris maritimæ in hæc parte apud omnes gentes receptissimi sequentes'*—gives half damages. In one of these cases, *Williams c. Marten*, the decision in the modern case³ of the *'Voorwaarts'* and the *'Khedive'* is anticipated, and both ships having been damaged, one more extensively than the other, sentence goes against the latter for half the balance of the loss. In 1677⁴ and again in 1678⁵ half damages are given by Sir Richard Lloyd, surrogate for Jenkins, in the one case because, by reason of the contrariety of witnesses and difficulty of proof, the loss must be deemed to have been caused by accident (*casu fortuito*), and in the other case because it does not appear that the collision was wilful—*'ex studio aut malitiâ aut invidiâ'*—but the same year⁶ and again in 1690,⁷ where it was by negligence—*'negligentiâ vel ignorantia'*—full damages are given. In 1693,⁸ where the cause of collision is uncertain, Sir Charles Hedges orders that the loss shall be borne and paid by each party in equal shares—*'damnum de jure esse æquiter sustinendum et solvendum.'* The cases in which the rule of division of loss has been applied subsequently to 1693 are published elsewhere.⁹

It is worthy of remark that about the time when the division of loss first appears in English records, the Dutch courts were applying similar law. Neostadius, writing at the beginning of the seventeenth century, says: *'Curia, cum de culpæ anthore non constat, vel quod utrobique culpæ par erat, damnum commune ad utrumque spectare censuit, condemnavitque reum ut damni semissem præstaret, sententiæ executione in ipsam navem dirigendâ mercesque sequestratas.'*¹⁰

Other matters noted in the later records:—

Pilchard seining; right to fishery, and disputes arising out of; 70, 57, 91, 112; 98, 27, 818; 101, 221; 97, 99, 227; 99, 107, 108.

Freight, *pro ratâ*; 70, 247, 267; 106, 79; 111, 82, 123; 112, 278.

Ownership. The master of an English privateer put the crew of a captured Spanish ship into her, who sold her in France. On her return to England her owner claimed her, and brought actions in the Admiralty and at common law. Injunction from Chancery to restrain the action at law. *Dumble c. Fleurie*; 73, 222-3, 216; see *S. P. Dom. Jac. I.*, Vol. 208, fo. 532; *Depositions Exch. of Pleas 6 Jac. I.*, No. 16; *Act Book*, December 1, 1608.

Sentence for restitution *'post maturam deliberationem coram . . . rege'*; *Justiniano (Venetian Ambassador) c. Brooke*; 73, 176.

Newfoundland fishery; 73, 175.

Tobacco condemned to De Velasco, Spanish Ambassador, as felon's goods; 75, 156.

Average contribution—goods *'cast in a naverage'*; 74, 106; 75, 89; 76, 227.

Barbary slaves; 76, 200; 99, 1.

Deodand. Composition with the Admiral (£20) for drowning people in a collision; 78, 154; 76, 20; 82, 129; 113, 155.¹¹

Beaconage at Falmouth, claim of the Admiral to; 78, 25; 79, 1, 10, 25.

Short delivery; liability for leakage; 79, 65, 80, 103.

Fishing during close time; 80, 94, 95, 96.

Sale of dead man's goods at the mast; 80, 12-1; 110, 244; 98, 287.

¹ *Cornwallis c. Noden*, File 117, No. 145.

² *Potter c. Keeble*, *Williams c. Marten*, *Brown c. Gravenor*, all in File 117, Nos. 145, 141, 144.

³ 7 App. Cas. 795.

⁴ *Jermin c. Shadfurth*, File 119, No. 46.

⁵ *Brown c. Gravenor*, File 118, No. 43; affirmed by the delegates 7th May, 1678, *nom. Harper c. Gravenor*.

⁶ *Newman c. Lacy*, File 119, No. 151.

⁷ *Russell c. Joad*, File 124, No. 41.

⁸ *Jackson c. Thompson*, File 125, No. 69.

⁹ *Marsden's Collisions at Sea*.

¹⁰ Neostadius, p. 196. I am indebted to Mr. J. B. C. Stephen for this reference.

¹¹ In this case the deceased was careless, and *'taking tobacco.'*

Other matters in the later records.

- Charter-party, lay days, working days ; 81, 177.
 Winterton lighthouse dues ; 81, 59, 60, 67 ; 82, 178, 179.
 Virginia, voyage of the 'Neptune' to, with Lord De la Warre as captain-general ; 81, 6.
 De Colonia c. De Seonwell. Claim by Spanish Ambassador against Netherlands Ambassador to ships captured by Netherlands ; 82, 83, 133, 165 ; 81, 7, 237.
 Claim by East India Company to Portuguese carracks taken by the 'Royal Exchange' ; 82, 69, 75 ; 84, 50, 52.
 No right to search ship under convoy, 124, 292 ; 125, 102, 103.
 Reprisal against the States General ; £151,612 for capture of the 'Bona Esperanza' and the 'Henry Bona Adventure' by the Dutch E.I. Co. in the East ; Miscell. 29.
 Claim for £50,000 by the East India Co. against the master of the 'Whale,' lost by him ; 82, 6.
 Prizes under letters of reprisal issued by the United Provinces ; 83, 87, 88, 91, 107.
 Proclamation against carrying contraband to Spain ; 84, 275 ; 85, 172.
 Ship forfeited for non-payment of customs ; 85, 206, 306, 414.
 Non-delivery of passengers in Virginia ; 89, 263 ; negro 'passengers,' 96, 21.
 Claim of the Duke of Buckingham (Admiral) to lagon ex 'Phoenix' recovered by a diver, who had a warrant to save ; 89, 274 ; 90, 133 ; 93, 90, 218, 261 ; 94, 41, 44 ; 95, 128.
 Sentence against a passenger for half the value of the ship, which, at his request, had been run ashore to save his life ; 90, 281.
 Claim for £10,000 by East India Co. against the master of the 'Swallow' for the loss of the 'Charles,' set fire to by the 'Swallow,' being herself set on fire through saluting the 'Charles' in the East ; 91, 198.
 Lord Baltimore c. Orchard. De-certion on voyage to Maryland ; 93, 114, 134, 154 ; 98, 209, 278 ; 99, 207.
 Boats forfeited for trawling, contrary to proclamation ; 93, 15, 56.
 Claim for pulling down a stone wall 'fladge,' or fishing place, at the Isle of Despair, Newfoundland ; 94, 290, 319.
 Jewels on a dead body taken up by Vice Admiral. Claim by owner ; 99, 251.
 Articles for not presenting droits ; 101, 104 ; 103, 2.
 Arrest of Netherlands ship for justice denied in Netherlands ; 94, 138.
 Claim of East India Co. against the master of the 'Palgrave' for £140,000 for casting her away by negligence ; 94, 332.
 Striking topsails to H.M. ships ; 95, 55, 238 ; 96, 117 ; 126, 276.
 Freight of goods carried to their destination, after loss of ship ; 96, 94.
 Claim for a cable shipped and buoyed, and afterwards picked up by another ship ; 95, 51 ; 100, 82 ; 106, 234 ; 113, 209.
 Chesapeake Bay. Damages for not carrying provisions to colonists ; 98, 278, 319 ; 99, 63 ; 100, 63.
 Dunkirk ships seized by Pennington. Report of Sir H. Marten to the Council, 100, 93.
 Average contribution, 94, 317 ; 98, 189, and *passim*.
 Irish rebellion ; proclamation, 104, 210. Irish rebel ships captured ; 106, 279-306, 309-303 ; 106, 187.
 Ill usage and torture ; 110, 129.
 Export of horses to Barbados ; 112, 166.
 Oyster fishery in the Swale, dispute as to ; 112, 70.
 Salvage, first decree for ; 108, 123 ; libel for, 112, 112.
 Possession suit, right of majority of part owners, 108, 105, 133.
 Risk of lightering, 110, 91.
 Allegation 'to hinder the beginning of any suit.' Qy. protest, 110, 275.
 Lord Baltimore c. Kirke. Claim for destruction of boats and fish stages in Newfoundland ; ordinance of the King, 110, 329 ; 111, 120.

Wages, suit by one and 'the rest of the mariners'; 111, 344.
 The Dutch in Pernambuco; 113, 121.
 Cromwell's expedition to San Domingo and Jamaica; 113, 55.
 Letters of marque from the King of Sweden; 114, 20.
 Disputes between English and Netherlands East India Companies in the East; 113, 54, 210.
 Endorsement of bill of lading; transfer of property; 113, 219; 125, 143, 149.
 Impressment of ship for King's service; 117, 77.
 Sentences for illegal trading (breach of Navigation Act), 119, and *passim*.
 100*l.* damages for loss of eye by ill-usage; 119, 41.
 Scotch rebel ship condemned; 122, 64, 77, 165.
 Custom of the Thames, no anchor to be 'gymbletted' (capsized on the ground), or left without a buoy; 122, 44.
 40,000*l.* claimed against owner of ship surrendered to pirates contrary to 22 & 23 Car. II. c. 11, for benefit of cargo owners and passengers; 123, 159.
 Liability of defendant limited to amount of bail (*semble*); 120, 104.
 Claim of owner of 88 ounces of gold recovered from wreck at sea; 121, 27.
 Ship blown up by negro slaves smoking; 121, 97.
 Hudson's Bay Company. Interloping; validity of charter; 121, 146.
 Carrying persons from Barbados without licence; 122, 181.
 Dredging unsizable oysters; 123, 80.
 Claim by the Crown to prizes taken by the East India Company in war with the Great Mogul; 122, 195.
 Wearing illegal colours; 129, 83, 86.

Names noted in the later records and 'Miscellaneous' bundles:—

Anson, Lord, directions for privateers; Miscell. 29.
 Baltimore, Lord; 91, 28, 29, 69, 201; 110, 329; 111, 120.
 Blake, General; 111, 96; 109, 322.
 Bradshawe, John (1659); Miscell. 256.
 Buckingham, Duke of, letter of; Miscell. 130; letter to, Miscell. 57.
 Cobham, Lord, letter to, 78, 61; letters of, Miscell. 49, 50 (one as to precautions to be taken at Deptford against the Spaniards).
 Coke (Secretary), letters of, Miscell. 130, 228.
 Coke, Sir Edward, a case of alleged piracy referred to him, Sir Julius Cæsar, and Sir Daniel Dun; Act Book, No. 157, fo. 19, b; see also Miscell. 229.
 Coventry, Sir William, letters of; Miscell. 228, 257.
 De la Warre, Lord, Captain-General of Virginia; 81, 6.
 Elizabeth, Queen, by charter party granted to Sir William Garrard and others, the 'Mynyon,' the 'Prymrose,' and the 'Jennett,' for a trading voyage to parts 'where the kinge of Portugal hath not presently dominion.' The Lord Admiral was to approve the cargo. In 1562 the 'Mynyon' and 'Prymrose' were chartered to Sir W. Garrard and . . . Lodge, Lord Mayor of London, for a voyage to Africa and Ethiopia. The merchants were to load the cargo, and the Queen to take one-third of the profits. Miscell. 224, 15, 18.
 Gondomar, Don Diego Sarmiento De Acuna, Spanish Ambassador, 78, 201, and *circa*.
 Hawkins, Sir Richard, 71, 144; 72, 126; 75, 35.
 Hertford, Earl, draft patent as Admiral; Miscell. 224.
 Howard of Effingham, Lord, letters of, 70, 15, 16; copy order for embargo (1585); Miscell. 29.
 Inchiquin, Earl, 109, 56, 129.
 Jenkins, Sir Leoline, Miscell. 29, 259, and *passim*.

- Kidd, Captain, the pirate ; Miscell. 50.
 Montrose, Marquis ; 114, 96.
 Morgan, Sir Henry, buccaneer and governor of Jamaica ; 131, 122.
 Northumberland, Earl, letter of, 140, 219 ; Miscell. 130.
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 Philip II. order as to release of English ships arrested at Gibraltar ; Miscell. 52.
 Pretender, the, rebel ships of, condemned ; 132, 238 ; 131, 128, 132, 164, 194 ; 134, 95.
 Raleigh, Sir Walter, 78, 26 ; commissions from James I., Miscell. 220.
 Richmond, Duke of (1666), letters of, Miscell. 260.
 Rupert, Prince, 111, 118, 125 ; Miscell. 257.
 Southesk, Countess, 123, 194.
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 Walsingham, Sir Francis, letter to Lord Cobham directing him to grant commissions to the Cinque Ports to take pirates, 24th May 1577, 78, 61.
 Warwick, Earl, commission to, Miscell. 226, small bundle ; letter of, and sailing orders of, Miscell. 57.
 Wentworth, Sir John, 85, 175, 491.
 Willoughby, Lord, agreement with St. George Aiscue as to the rendition of Barbados, Miscell. 252, 246.
 Windebank, letters of, Miscell. 130.

ADDENDUM.

Note as to the early law of wreck, supra, p. xxxix.

The following passage from a real or supposed grant, in the year 1023, by Cnut to Christchurch, Canterbury, of the harbour of Sandwich shows that the claim of salvors of wreckage brought into the Cinque Ports from the sea (*supra*, pp. xiv. seq.) dates from Anglo-Saxon times :—' Si quid autem in magno mari extra portum, quantum mare plus se retraxerit et adhuc statura hominis tenentis lignum quod Angli nominant *spreot* et tendentis ante se quantum potest, monachorum est. Quicquid etiam ex hac parte medietatis maris inventum et delatum ad Sanduic fuerit, sive sit vestimentum, sive rete, arma, ferrum, aurum, argentum, medietas monachorum erit, alia pars remanebat inventoribus.' Cod. Dipl. No. 737, where it is printed both in Latin and Saxon. *Ibid* No. 1324 is to the same effect. The document, though printed by Kemble as genuine, is not beyond suspicion ; but, whether genuine or not, it indicates that in the twelfth century (for the forgery would not be of later date), or earlier, the men of Sandwich were enjoying either the whole or the half of their 'findells.'

EXTRACTS FROM THE RECORDS
OF THE
HIGH COURT OF ADMIRALTY

IN RE COMPAIGNE.

A.D. 1640 Warrants, File 3, *ad finem*. Warrant to arrest pirates and pirate goods.

Thomas dominus Seymour preclari ordinis garterii miles Baro Seymour de Sudeley magnus Admirallus Anglie Hibernie Wallie Calecie et Bulloignie ac marchiarum earundem Normandie Gasconie et Aquitanie necnon classis et marium dictorum regnorum Anglie et Hibernie ac dominiorum eorundem prefectus generalis per serenissimum in Christo principem et dominum nostrum dominum Edwardum sextum dei gracia Anglie Francie et Hibernie regem fidei defensorem et in terra ecclesie Anglicane et Hibernice supremum caput rite constitutus Universis Vice-admirallis Justiciariis Maioribus Vicecomittibus Ballivis Constabulariis ac ceteris ministris officiariis fidelibus subditis et ligis prefati supremi domini nostri Regis per regnum suum Anglie et dominia eorundem tam infra libertates quam extra ubilibet constitutis et eorum cuilibet Salutem Cum nuper ex insinuacione et gravi querela discretorum virorum Bartholomei Compaigne Evangeliste Fonte Jacobi Foskerini Vincentii Michaelis Guidonis et Geraldi Calvacanti ac Anthonii de Noronia mercatorum extraneorum in civitate Londonie residentium necnon et nonnullorum aliorum mercatorum ejusdem civitatis civium et ceterorum subditorum prefati supremi domini nostri regis nobis expositum extitit Qualiter ipsi de bonis rebus et mercandiziis suis tam a partibus ultramarinis in hoc inclitum regnum Anglie venientibus quam ex eorundem (*sic*) regno ad partes externas exeuntibus super mare et portibus per varios piratas depredatores et latrones multipliciter ac mirum modum spoliati sunt ac per eorum confederatores auxiliores receptatores et assistentes hactenus ab hujusmodi suis bonis detenti et indies depredati in rei publice detrimentum ipsorumque mercatorum dispendium ac gravamen non modicum et jacturam Vobis igitur ex parte regie majestatis conjunctim et divisim committimus ac firmiter et stricte precipiendo mandamus Quatenus non omittatis propter aliquam libertatem seu franchiseiam

IN RE COMPAIGNE.

Thomas, lord Seymour, knight of the most illustrious order of the garter, Baron Seymour of Sudeley, by the most serene Prince in Christ and our lord Edward the Sixth, by the grace of God king of England France and Ireland, defender of the faith, and on earth supreme head of the church of England and of Ireland, duly appointed high Admiral of England, Ireland, Wales, Calais, and Boulogne, and of the marches of the same, [and] of Normandy, Gascony, and Aquitaine, and also captain-general of the fleet and seas of the said kingdoms of England and Ireland, and of the dominions of the same, to all vice-admirals, justices, mayors, sheriffs, bailiffs, constables, and all other servants, officers, faithful subjects, and lieges, of the aforesaid supreme lord our king, wheresoever throughout his realm of England, and the dominions of the same, as well within liberties as without the same established, and to each of them, Greeting ; Whereas of late by the information and grievous complaint of the discreet men, Bartholomew Compaigne, Evangelista Fonte, Jacob Foskerini, Vincent, Michael, Guido, and Geraldus Calvacanti, and Anthonius de Noronia, merchant strangers residing in the city of London, and also of some other merchants citizens of the same city, and of other subjects of the aforesaid supreme lord our king, it has been shown to us that they have been oftentimes and in strange manner upon the sea and in ports spoiled by sundry pirates, depredators, and robbers, of their goods, things, and merchandises, both when the same were being brought into this famous realm of England from parts beyond the sea and when the same were being carried out of the said realm to foreign parts, and even up to the present time are deprived and daily spoiled of such their goods by the confederates, abettors, receivers, and assistants [of the said pirates], to the injury of the state and to the no small loss and damage of the same merchants : Therefore we commission you on behalf of the king's majesty, jointly and severally, and firmly and straitly enjoin and command you, that you omit not by reason of any liberty or franchise to actually and peremptorily arrest and attach,

as well all ships and boats whatsoever [belonging to] the aforesaid pirates or suspected of such piratical offences, as all and singular the goods, wares, woollen cloths, wax, bell-metal, and other merchandises whatsoever, of whatsoever kind or nature they may be, [whether the same be] in their hands, or have been by their unlawful means by any other person whomsoever brought to land from the sea suspiciously or privily, or exposed for sale, wheresoever or in whosoever hands [the same] shall or can be found ; And that you keep the same goods and wares, or cause them to be kept, under safe and secure arrest until you have further order from us and [from] the aforesaid court of the supreme lord the king, his Admiralty of England ; And that you cite specially at the same ships and goods aforesaid so arrested the owners thereof, if you are able to find them, otherwise, in general, all and singular the persons, whosoever they be, having or pretending to have any right or interest in the same, that every of them appear before us, or before our lieutenant in the aforesaid court, [or the] official principal and commissary general, or other president of the same court, whosoever he be, at the public court house, or accustomed place of justice of the aforesaid court, in the borough of Southwark near London Bridge, on the fifteenth day after the arrest of the same is made, if it be a court day, otherwise on the next court day then following, at the accustomed hour for causes, there to make answer in law respectively, as well concerning the things that shall be charged against them on behalf of the king's majesty, as to the said merchants in their civil and maritime causes, and to do and receive such further things as shall be right in this behalf ; And further that you arrest all and singular the pirates, depredators, and spoilers, whosoever they be, and also their confederates, abettors, receivers, and assistants, and also all and singular other the persons suspected of piracy or piratical offences, and also all their goods whatsoever, wheresoever they be found ; And that you keep or cause them to be kept under safe and secure arrest until you shall have further order thereon from us and from the aforesaid court ; And that he of you who shall personally execute this our order shall, either in person, or by his letters patent, accompanied by these presents and inventories of the ships goods and wares arrested by virtue of these presents and [inventories] of the number of them and also of the marks and quantities of such goods and wares and [inventories] of, as well the names of those in whose hands they be found, as the names of the pirates and other persons aforesaid, in due form set forth and described, certify to us or to the court aforesaid, upon the said day and at the said place, what you have done in the

premises. Given at London in the aforesaid court, on the 24th day of May in the year of the lord 1548, and in the second year of the reign of the king's majesty aforesaid.

T. SEYMOUR.

GRIFFIN LEYSON.

ELLYETT c. FRYSE.

. . . . Therefore We, Griffin Leyson, pronounce, decree, and declare, that the aforesaid Albert Fryse was at the time libellate owner and proprietor of the aforesaid ship called the ' Galleon ' of Hamburg, and that Thomas Bassingeborne, in the said libel mentioned, was in like manner at the time articulate master of the same ship under God ; and that, at the time when the same Thomas Bassingeborne was discharging his office or service of master in such ship, a certain anchor then appertaining and belonging to the aforesaid John Ellyett was, for the necessary use of the same ship, brought, received, and put on board her ; and that, by reason of the premises, the said Albert Fryse, the owner and proprietor aforesaid, should be condemned to restore such anchor, if it is in existence, and, if it is not, that he should be condemned, and We condemn him to pay well and truly to the same John the true value of the same anchor, which We estimate and assess at the sum of £8 of current English money, and in costs.

CLEYTON c. SPYCER.

Edward the Sixth, by the grace of God king of England France and Ireland, defender of the faith, and on earth supreme head of the church of England and of Ireland, to Griffin Leyson, doctor of laws, commissary of the court of Admiralty, and deputy of the noble and most powerful man, lord Thomas Seymour, knight of the most illustrious order of the garter, lord Seymour of Sudeley, high Admiral of England, Ireland, Wales, Calais, Boulogne, and of their marches, [and] of Normandy, Gascony, [and] Aquitaine, or to other the judge competent in this behalf whosoever he be, Greeting ; It has been shown to us lately in Our court before Us upon the grave complaint of Thomas Spycer, Thomas Manning, John Edmonds, Robert Edmonds, John Marrett, Walter Edde, John Johnson, John Hynd, John Buckytt, and

cum in statuto in parlamento domini Ricardi nuper regis Anglie secundi post conquestum apud Westmonasterium anno regni sui tertio-decimo edito inter cetera contineatur quod Admiralli et eorum deputati se de aliqua re infra regnum Anglie facta nisi¹ solummodo de re super mare facta prout tempore domini Edwardi nuper regis Anglie progenitoris nostri debite usum fuerat nullatenus intritterent Cumque eciam in parlamento dicti domini Ricardi apud Westmonasterium anno regni sui quintodecimo tento inter cetera declaratum ordinatum et stabilitum existit quod de omnibus contractibus placitis et querelis ac de omnibus aliis rebus factis sive emergentibus infra corpus comitatus tam per terram quam per aquam ac eciam de wrecco maris curia Admiralli nullam habeat cognitionem potestatem nec jurisdictionem sed sint omnia hujusmodi contractus placita et querele ac omnia alia emergentia infra corpora comitatum tam per terram quam per aquam (ut predictum est) ac eciam wreccum maris triata terminata discussa et remediata per leges terre et non coram Admirallo nec per Admirallum nec ejus locum tenentem quovismodo Quidam tamen Edwardus Cleyton firmarius serenissime domine domine Anne de Cleve domine et (ut asserit) proprietarie tam domini de Boyton² in comitatu Suffolcie ac cujusdam rivuli fluvialis fluminis ve et aque sive crece maris juxta Boyton predictam existentis statuta et leges predicta minime ponderans nec verens sed contra eadem machinans dictos Thomam Thomam Johannem Robertum Johannem Walterum Johannem Johannem Johannem et Willielmum contra debitam legis regni nostri Anglie formam et contra vim formam tenorem et effectum statutorum illorum indebite pergravare opprimere et fatigare ipsos Thomam Thomam Johannem Robertum Johannem Walterum Johannem Johannem Johannem et Willielmum in curia admirallitatis coram vobis apud Suthwerek in comitatu Surreie asserendo et libellando de et pro eo quod predicti Thomas Thomas Johannes Robertus Johannes Walterus Johannes Johannes Johannes et Willielmus mensibus Martii Aprilis Maii Junii Julii Augusti Septembris Octobris Novembris Decembris Januarii Februarii et Martii anno domini millesimo quingentesimo quadragesimo sexto eorum ve mensium quolibet pluribus sive aliquo cum eorum cimbis rethibusque et aliis piscium capiendorum instrumentis suis in dicto rivulo flumine aqua sive creca (supponendo ut supradictum est dictam dominam Annam esse proprietariam rivuli sive aque illius) absque licentia dicte domine Anne aut firmarii sui

¹ Sic; mistake for 'nisi.'

² Boyton, near the river Ayle, was granted by the king to Lady Anne of Cleves for

her life; Pat. 22 Hen. VIII. pt. 6, m. 29; Ministers' Accounts, 27 & 28 Hen. VIII. rot. 111.

had fished and had taken and had from thence fish to the value of sixty pounds, craftily and falsely alleging in his libel that the aforesaid watercourse, stream, water, or creek, was within the ebb and flow of the sea and within the maritime jurisdiction of the court of Admiralty aforesaid, whereas, in truth, that watercourse, stream, water, or creek, is within the body of the county of Suffolk, and outside the jurisdiction of the Admiralty, and them Thomas, Thomas, John, Robert, John, Walter, John, John, John, and William, in the court of Admiralty aforesaid has forced to appear and there to answer the same Edward, and by that pretence with all his strength endeavours and daily schemes to have them condemned by diffinitive sentence of the said court of Admiralty, in contempt of us, and to the injury, prejudice, impoverishment, and manifest grievance, of them, Thomas, Thomas, John, Robert, John, Walter, John, John, John, and William, and against the form of the statutes aforesaid ; Wherefore the same Thomas, Thomas, John, Robert, John, Walter, John, John, John, and William have besought us that a remedy may be provided for them in this behalf ; And We, desiring to maintain the rights of our crown, as by force of our oath we are bound to do, and being unwilling that Our lieges should in breach thereof be harassed by unlawful uncertainties, prohibit and enjoin you, that you do not further hold before you the aforesaid plea in any way touching the premises, nor in any way attempt or permit or cause to be attempted [anything] that may in any manner tend to the contempt of Us, or to the injury prejudice or grievance of them, Thomas, Thomas, John, Robert, John, Walter, John, John, John, and William, at your peril of incurring the punishment of a transgressor of our law, and that if you have issued or caused to be issued any such sentence or decree against them, Thomas, Thomas, John, Robert, John, Walter, John, John, John, and William, you do withdraw the same as against them, and every of them, and do wholly absolve them from the same ; Witness Richard Lyster at Westminster upon the 25th day of January in the first year of Our reign

By the court

ROOPER

ENGLISSHE c. REGLAND.

. . . Therefore We, Griffin Leyson, (*in common form*) pronounce, decree, and declare, that the aforesaid Thomas Englisthe and Thomas Gamage, owners of the ship libellate, upon a civil and maritime con-

civili et marittimo contractu precedente vendidisse Roberto Regland et Thome Muns ad certos terminos jam effluxos solvenda eosque dictam summam minime solvisse sed requisitos injuste solvere recusasse et recusare pronunciamus decernimus et declaramus et ea propter eosdem Robertum Regland et Thomam Muns . . . (*condemnation in £20 and costs in common form*).

DARCY c. LEGG.

A.D. 1647 File 16, No. 97. Sentence for firing upon and driving away the defendants' ship from Westmomy, in Iceland, where she had gone to fish. The libel contains a further claim for collision between the 'James' and the 'Angel,' a hulk of Hamburg, at the same place and time; File 12, Nos. 105, 115, 177; File 18, Nos. 41, 39, 38. There was an appeal, which was dismissed; File 18, No. 69.

. . . inter strenuum virum dominum Thomam Darcy militem dominum et proprietarium navis nuncupate the James et apparatus eiusdem ac providum virum magistrum Robertum Legg classis navalis prefati domini nostri thesaurarium dominumque et proprietarium navis vocate the George of Orwell ac ejusdem navis apparatus partem actricem et querelantem ex una et Jasarum Barnes Georgium Wagner alias Wrynge Martinum Hackman mercatores et Albertum Grete marinarium ac magistrum sub deo navis nuncupate the Angell or Hulke of Hamburg partem ream et querelatam partibus ex altera . . . (*in common form*) . . . Idcirco Nos Griffinus Leyson . . . (*in common form*) . . . portum sive brachium maris vocatum Westmomye havon in partibus Izelandie constitutum (*sic*) locum omnino liberum publicumque ac jus piscandi ibidem omnibus commune fuisse et esse dictosque dominum Thomam Darcy et Robertum Legg naves suas predictas una cum apparatu earundem ad eundem portum pro piscibus capiendis respective destinasse easdemque naves tempore libellato in eodem portu applicuisse ac post appulsum navis vocate the George of Orwell ad dictum magistrum Robertum Legg ut prefertur spectantis dictos Jasarum Georgium Martinum et Albertum partim verbis comminatoriis partim factis injuriis aliisque eorum injustis mediis nautas ac marinarios dicte navis vocate the George una cum eadem nave a portu predicto recedere coegisse Atque ea occasione prefatum magistrum Robertum Legge damnificatum fuisse damnumque et detrimentum ac jacturam sustinuisse et passum fuisse interesseque habuisse et habere ad summam centum et triginta librarum sterling' Necnon antedictam navem vocatam the Hulke or Angell

of Hamburg culpa ac negligencia magistri nautarum ac marinari-
orum in eadem existentium in predictam navem vocatam the Jamys
(ad prefatum dominum Thomam Darcy spectantem) impactam im-
pulsamque fuisse ac eidem navi vocate the James ea occasione damnum
dedisse Prefatumque dominum Thomam Darcy interesse eo pre-textu
habuisse et habere ad summam xj^{li} sterling' Prefatosque Jaspalum
Georgium Martinum et Albertum ad solvendum tradendum ac satis-
faciendum summas supradictas respective mencionatas tam prenomi-
nato domino Thome Darcy quam Roberto Legg pronunciamus decer-
nimus et declaramus; Atque eosdem . . . (*condemnation of Barnes,
Wagner, Hackman, and Grete in £141 and costs in common form*).

COGLEY c. TAYLOR.

A D. 1348 File 16, No. 56. Sentence condemning Taylor in the amount of a debt
due from Bynckes to Cogley, for which the ship 'Margaret' was bound;
Taylor intervening on behalf of the 'Margaret.' The instrument hypothe-
cating the ship is set out below, p. 69.

. . . inter Malachiam Cogley partem agentem ex una et Ricar-
dum Taylor pro defensione navis nuncupate the Margarett of Kyngs-
ton super Hull in hac parte intervenientem onusque defensionis hujus
itis et cause in se suscipientis partem ream partibus ex altera . . .
(*in common form*) . . . Ideirco Nos Griffinus Leyson . . . (*in common
form*) prefatum Albanum Bynckes memorato Malachie Cogley summam
xliij^s et iiij^d ex quodam contractu civili et marittimo debuisse et debere
ac pro solucione et satisfaccione summe et debiti hujusmodi dictum
Albanum non solum sese heredesque et executores suos verum eciam
dictam navem saltem quoad illam partem ejusdem in qua tunc domi-
nus et proprietarius ac possessor extitit obligasse et astrinxisse prout
in literis suis cyrographis inde confectis ac sigillo ipsius Albani
sigillatis coram nobis in hac parte exhibitis et penes Registrarium
hujus curie remanentibus plenius liquet et apparet Illamque summam
termino quo solvi juxta premissa debuisset dicto Malachie minime
solvisse aut satisfecisse sedolvere et satisfacere recusasse seu plus
justo distulisse eundemque Ricardum Taylor modo premisso pro de-
fensione dicte navis (ut prefertur obligate) intervenientem ac onus
hujus litis et cause in se suscipientem premissorum pre-textu ad solu-
cionem tradicionem liberacionem et satisfaccionem dicte summe debite
videlicet xliij^s iiij^d de jure teneri pronunciamus decernimus et declara-
mus Atque ipsum Ricardum Taylor in expensis . . . (*condemnation
in common form*).

CUMBES c. MAYNEU.

. . . Therefore We, William Jefferay, doctor of laws, deputy aforesaid, . . . (*in common form*) . . . pronounce, decree, and declare, that the aforesaid Arnald Mayneu owed and owes £97 2s. 2d. lawful English money to John Cumbes, upon certain civil and maritime contracts or accounts, as more fully appears by the award or arbitrament given between the aforesaid parties and delivered or put into writing and deposited amongst the acts of court; And that the day of payment of the aforesaid sum has long passed, and that the said Arnald Mayneu has not paid the said sum, nor in any way compounded with the said John Cumbes for the same; Wherefore We condemn the same Arnald Mayneu in the said sum of £97 2s. 2d. sterling, and also in lawful costs incurred and to be incurred by and on behalf of the party of the aforesaid John Cumbes in this behalf . . . (*Condemnation in common form*).

PEEREZ c. HUNTRYE.

Edward the Sixth, by the grace of God King of England, France, and Ireland, defender of the faith, and on earth supreme head of the Church of England and Ireland, to Thomas Warner, Marshall of the principal court of our Admiralty of England, and to his deputy, whosoever he be, and to each of them, Greeting: Whereas in a certain civil and maritime cause that has of late been agitated and pending undecided in our court aforesaid between Simon Peerez, Christopher Peerez, Diego de Torris, Anthonius del Rio, and Henry Nunnez, merchants of the kingdom of Portugal, plaintiffs, of the one part and John Huntrye, otherwise French John, defendant, of the other part, the matter has proceeded until a diffinitive and condemnatory sentence was promulgated on behalf of the said plaintiffs, and against the aforesaid John Huntrye, concerning a final rendering of justice in that behalf, whereby amongst other things the same John stands condemned in the sum of £1110 and in lawful costs incurred on behalf of the said plaintiffs in that suit and taxed at the sum of £80 lawful English money respectively; And also at the petition on behalf of the said plaintiffs it being alleged that the said John Huntrye, who

Johannem Huntrye modo ratione condemnationis hujusmodi sub salva custodia detentum non esse solvendo in totum quoad rem judicatam et expensas predictas ulterius in causa predicta rite et legitime processum fuit quod realis executio contra omnia et singula bona ad eundem Johannem pertinentia quecunque ubicunque fuerint inventa fieret iusticia mediante Vobis igitur conjunctim et divisim stricte precipimus ac firmiter injungendo mandamus quatenus non omittatis propter aliquam libertatem seu franchisesiam quin realiter et peremptorie arres- tetis et attachietis omnia et singula bona predicta ubicunque seu in quorumcunque manibus vel custodia reperiantur ac ea omnia et singula per quatuor probos et indifferentes homines per indenturas inde con- ficiendas debite appreciari faciatis seu sic fieri curetis Ac ea omnia et singula sic appreciata sub salvo et securo custodiatu seu custodiri faciatis arresto donec a nobis et curia nostra predicta aliud inde habueritis in mandatis Ita quod appreciatio hujusmodi habeatur coram nobis in dicta curia nostra apud locum solitum judicalem ejusdem die lune proximo jam futuro hora causarum ibidem consueta ut bona hujusmodi juxta juris exigenciam et valorem earundem ac dicte appreciacionis seriem in quantum sufficiat versus ulteriorem executio- nem et solucionem rei judicate et expensarum predictarum dicte parti querelanti realiter tradentur et deliberentur cum effectu Et habeatis tunc et ibidem hoc nostrum preceptum unacum executioe ejusdem Et hoc nullatenus omittatis sub pena contemptus et periculo incumbente Datum in curia nostra predicta sub sigillo nostro ejusdem die secunda maii anno domini 1549 regnique nostri anno tercio

PARRY c. MELHUYSSHE.

A.D. 1549 File 17, No. 79. Prohibition. Tin belonging to Melhuyshe afloat upon the Thames at London had been arrested by Admiralty process, and Mel- huyshe cited to appear in a pretended civil and maritime cause; see also File 15, No. 122-128.

Edwardus sextus Admirallo sive deputato
 Salutem Ostensum est nobis nuper in curia nostra coram nobis ex
 gravi querela Johannis Melhuyshe . . . Quod cum in statuto
(all in common form, reciting both the statutes of Ric. 2) Cumque in-
 super quidam Johannes Tyson vicesimo die Augusti anno regni
 domini Henrici nuper Regis Anglie octavi progenitoris nostri precha-
 rissimi tricesimo sexto possessionatus fuisset de nonaginta et duobus
 lez blokkes stanni Cornubiensis vocatis blokkes of tyn of Cornewall
 adtunc existentibus et remanentibus in custodia et possessione predicti

and possession of the aforesaid John Melhuysse, at Truro, in the aforesaid county of Cornwall; And the same John Tyson, being so possessed, made his testament and last will, and thereby appointed Alice his wife executrix thereof, and [then] died; By virtue whereof the aforesaid Alice after the death of him John was similarly possessed of the aforesaid ninety-two blocks of tin; And she, Alice, being [so] possessed [thereof] of right, for certain considerations specially moving her, gave and granted the aforesaid ninety-two blocks of tin to Brian Tyson, the natural son of them, John and Alice; By virtue of which gift the aforesaid Brian was possessed of the aforesaid ninety-two blocks as of his own proper goods and chattels; And whereas afterwards the aforesaid John Melhuysse, by the order of the aforesaid Brian Tyson, transported in a certain ship twenty blocks of tin, parcel of the aforesaid ninety-two blocks of tin, from Truro aforesaid to a certain place called the Pool near Saint Katherine's in the river Thames within the body of the county of Middlesex; Nevertheless one William Parry, not weighing the aforesaid statutes, and contriving against the same [statutes] unduly to harass, oppress, and vex, the said John Melhuysse, by the officer of the court of Admiralty distrained, attached, and caused to be attached, the aforesaid twenty blocks of tin of the aforesaid Brian Tyson, [then] in the custody of the said John Melhuysse at the Pool near Saint Katherine's aforesaid, within the body of the said county of Middlesex, and by reason thereof caused the aforesaid John Melhuysse to be cited for detention of the said twenty blocks of tin, and also for detention of the seventy-two blocks of tin, residue of the aforesaid ninety-two blocks of tin, [then] being and remaining in the custody of him, John Melhuysse, at Truro aforesaid, and constrained him, John Melhuysse, to appear and come before you at Southwerk in the county of Surrey, and compelled and constrained him, John Melhuysse, on that account to make answer to the same William Parry, as though in a civil and maritime cause, whereas it was not such a cause, and with all his strength proceeds against him, John Melhuysse, and with his utmost endeavours strives to have him, John, condemned thereon, in contempt of us and to the grievous damage oppression and manifest impoverishment of him, John Melhuysse, and against the form of the aforesaid statutes; Wherefore the same John Melhuysse has petitioned us to have a speedy remedy provided him in this behalf; And We, desiring to maintain, as by Our oath we are bound to do, the rights of Our said crown, and being unwilling that Our lieges should be oppressed by unlawful delays, against the same statutes, Prohibit and enjoin you that you no longer entertain before

coram vobis ulterius teneatis nec quoquomodo inde attemptetis seu attemptari permittatis aut procuretis quod in nostri contemptum aut ipsius Johannis Melhuysse dampnum prejudicium aut depauperacionem quoquo modo cedere valeat sub violatoris legis nostre penam periculo incurrendi sentenciam si quam in ipsum Johannem Melhuysse ea occasione aliququaliter fulminaveritis seu fulminari fecistis aut procurastis ei inde penitus absolventes et exonerantes de eisdem periculo incumbente Teste Ricardo Lyster apud Westmonasterium xxv^o die Junii anno regni nostri tercio.

ROOPER ET HEYWODE

DRYVER c. WYMONDE.

A.D. 1440 File 17, No. 81. Sentence for not transmitting money received for the ransom of Dryver, who was detained as a hostage at Dieppe. See also File 17, No. 107 (libel); and *ibid.* No. 148.

. . . Idcirco Nos Griffinus Leyson . . . (*in common form*) memoratum Willielmum Wymonde summam viginti septem librarum legalis et currentis monete Anglie per amicos dicti Johannis Dryver ad villam de Depa in partibus ultramarinis in et per navem sive naviculam primo et proximo¹ post recepcionem dictę summe ad dictam villam de Depa a villa sive portu de Rye in comitatu Sussex per altum mare transmittende [?] unacum quibusdam litteris salvi conductus pro redemcione ejusdem Johannis Dryver tunc captivi et incarcerati in dicta villa de Depa remanentis habuisse et recepisse ac ad prefatum Johannem Dryver sic transmittre seu destinare in se suscepisse et promisisse eandemque summam xxvij^{li} unacum litteris salvi conductus predictis juxta susceptum mandatum et promissionem suam predictam non transmisisse aut destinasse Dictumque Johannem Dryver racione et pretextu negligencie et culpe dicti Willielmi Wymonde non transmittentis aut destinantis summam pecunie et litterarum predictarum [*sic*] juxta mandatum et promissionem suam hujusmodi summam xlv^{li} bone et legalis monete Anglie pro victu et victualibus suis exposuisse et fecisse pronunciamus decernimus et declaramus Necnon ipsum Willielmum Wymonde . . . (*Condemnation in 45s. and costs in common form*).

Sic.

PAYCOCKE v. KLYNGENBARCHÉ.

A.D. 1849 File 17, No. 24. Sentence for non-delivery of wines. The contract for sale of these wines (File 17, No. 92) contains an undertaking by Paul Klyngenbarche to deliver the wines at Hull — 'excepto fortuna maris ignis aque et inimicorum ita except' dictus tamen Paulus probans illud verum esse'; see File 17, Nos. 78, 91, 93, libel and answer.

. . . Idcirco Nos Griffinus Leyson . . . (*in common form*)
 . . . prefatum Paulum Klyngenbarche xlj dolia vini Gasconici pro
 summa ccccvj^h xijⁱ iij^d bone et legalis monete Anglie bargandizasse et
 vendidisse dictis Roberto Paycocke Wilhelmo Watson Gregorio Pay-
 cocke et Oswino Hedwyn mercatoribus civitatis Eborum ad certum
 diem jam effluxum tradenda et deliberanda eisdem vel eorum assig-
 natis super terram siccam infra villam de Kings Towne super Hull in
 comitatu Eborum dictum tamen Paulum Klyngenbarche contractum
 et convencionem hujusmodi in ea parte init' et per eum confessat' non
 perimplisse nec perimplere curasse in tempore limitato jam effluxo
 vel citra nec in presenti curare sed pretendentem se quibus-
 dam pretensis causis impeditum quominus ea faceret debite requisitum
 et interpellatum ad ea facienda premissa facere recusasse et in
 presenti recusare seu saltem plus justo distulisse et in presenti differre
 hujusmodi contractum et convencionem violando ad damnum et
 interesse prefatorum Roberti Paycock Wilhelmi Watson Gregorii
 Paycocke et Oswini Hedwyn ad summam clxij^h xijⁱ iij^d legalis monete
 Anglie Quare prefatum Paulum Klyngenbarche . . . (*condem-
 nation in £162 13s. 4d. and costs in common form*).

MICHELL v. WINES IN THE HANDS OF TAYLOUR.

A.D. 1840 File 18, No. 181. Article on first decree; goods spoiled from a ship
 in distress decreed to be delivered to the plaintiff.

. . . pars discreti viri Vincentii Mychell Veneti in civitate Londonie
 residentis domini et proprietarii novem vasorum sive butt¹ vini Cretici
 nuper apud ripam sive locum nuncupatum Gibbons Key civitatis
 Londoniensis infra jurisdictionem dicti domini nostri Regis sue
 Admirallitatis Anglie arrestatorum et in custodia cujusdam Thome
 Taylour diete ripe sive loci custodis sub arresto hujusmodi existentium
 Necnon contra eadem vasa sive buttas¹ vini Cretici ac contra quem-
 cunque alium coram vobis pro eisdem vasis in judicio legitime inter-

¹ Sic.

venientem dicit allegat et in hiis scriptis in jure proponit Quod dictus Vincentius Michell mense Junii anno domini millesimo quingentesimo quadragesimo nono dicta novem vasa sive buttas vini Cretici in insula Crete in quadam navi ad quendam Gonsalum Rodrigues spectante per se aut mandato sive jussu suo per ejus institorem pro hoc regno Anglie oneravit seu onerari fecit et causavit, dictaque navis Angliam versus navigando, super mare in loco marittimo ante partes comitatus Essexie culpa et negligencia piloti ejusdem navis in loco vocato the Nowre periclitabat, Quodque quidem malefactores eidem Vincentio Michell penitus ignoti, dicta novem vasa sive buttas vini Cretici a navi predicta sic ut prefertur periclitata injuriose abstulerunt et abinde ad civitatem Londonie subdole vehi et transportari fecerunt et procuraverunt, Que quidem novem vasa sive buttas¹ vini Cretici fuerunt et sunt bona propria dicti Vincentii Michell et signo sive stigmate suo solito et consueto depicta et signata et in manibus et custodia dicti Thome Taylour remanent et existunt Unde prefatus Vincentius Michell spem aliam . . . (*in common form*).

DE OTTRANTO c. GOODS IN THE HANDS OF SALVAGO.

A.D. 1550 File 18, No. 126. Extract from libel claiming performance of a marriage contract of foreigners, entered into at Messina. The following is a summary of the libel: Andreas de Ottranto, merchant of Messina, shipped wines at Messina for London and died on the voyage. Tarquinius de Ottranto, his son, thereupon became entitled to the wines, which subsequently arrived at Bristol and were there sold by Ancellinus Salvago for the use of Tarquinius. Upon the marriage of Tarquinius with the plaintiff, Maria de Ottranto, *née* Galiardett, who was endowed by her father, Franciscus Galiardett, with money and gold chains, Andreas de Ottranto entered into the contract set out below for the payment of money to be settled on his son and his son's wife and children. He failed to perform his contract, the money was never paid, and he died insolvent. Thereupon Tarquinius was arrested at Messina and imprisoned by his own and his father's creditors. The libel (*par. 18*) alleges that by the civil law marriage contract debts have priority—'mulier in matrimonio dotata adeo fuit et est privilegiata.' Andreas' goods at Messina were sequestrated at his death at the instance of the plaintiff. The libel claims the money in Salvago's hands which arose from the sale of the wines.

. . . Item quod ratione nupciarum predictarum atque in compensationem dotis predictae ex parte prefate Marie ut prefertur date memoratus Andreas de Ottranto pro parte sua et dicti Tarquini filii sui

¹ Sic.

promisit ac firmiter stipulatus est seseque et ejus heredes ad contri-
buendum donandumque ac solvendum et satisfaciendum dicto
Tarquinio ejus filio et prefate Marie ipsius ut prefetur uxori heredi-
busque sive liberis ex eorum corporibus in matrimonio predicto
procreandis in et propter nuptias hujusmodi pro parte ipsius Tarquini
filii et cum eodem filio summam quindecim mille coronarum sive
scutorum aureorum valoris cujuslibet corone ad quinque solidos aut
circeiter tunc se extendentis astrinxit et obligavit prout per instrumen-
tum publicum inde confectum plene et manifeste apparet et si opus
fuerit in eventu litis alias plenius apparebit. . . .

ARNOLDE c. ANTHONISON.

A.D. 1861 File 18, No. 21. Sentence condemning Anthonison for negligent carriage
of goods. See also File 17, Nos. 46, 59; File 18, No. 188.

. . . Ideirco nos Griffinus Leyson . . . (*in common form*) . . .
prelibellatum Jacobum Anthonison in centum et viginti le quarters
wheate et malte ex bonis dicti Edwardi Arnolde in navem dicti Jacobi
receptis ac culpa et negligencia dicti Jacobi postea ejectis et deperditis
seu in eorum vero valore quem ad summam triginta sex librarum et
decem solidorum currentis monete Anglie estimamus et in expensis
. . . condemnamus . . . (*in common form*).

COCKS c. BOVYNGTON.

A.D. 1861 File 19, No. 67. Sentence condemning Bovyngton for damage to a lighter
sunk by his negligence, and for money due for the hire of the same. The
libel is File 18, No. 51.

. . . Ideirco Nos Griffinus Leyson . . . (*in common form*) . . .
prenominatum Willielmum Bovyngton naviculam libellatam a memo-
rato Roberto Cocks domino et proprietario ejusdem conduxisse ac sub
modo et forma libellatis cum memorato Roberto Cocks repigisse
et convenisse eandemque naviculam in suo itinere et occupatione
per tres ebdomadas retinuisse et habuisse eoque pretexto summam
vj¹ viij¹ videlicet pro quolibet¹ ebdomada ij¹ currentis monete Anglie
eidem Roberto Cocks debuisse et debere dictamque naviculam ac
ut premittitur a dicto Willielmo conductam submersam fuisse et
esse eoque pretexto summam octo librarum currentis ejusdem
monete Anglie pro dicta navicula dictum Willielmum Bovyngton

¹ See.

current English money to the same Robert Cocks for the said craft, according to the contract and agreement libellate; And that he, [Bovyngton,] has for a longer time than is right refused and [still] refuses to pay to the same Robert the same sums, namely 6s. 8d. and £8 of current money aforesaid; And also that the same William Bovyngton is of right bound to pay and deliver the said sums specified as aforesaid to the said Robert Cocks, and ought to be obliged and compelled to do so . . . (*condemnation of Bovyngton in damages and costs in common form*).

STYNTÉ c. CROWCHE.

In the name of God Amen. Having heard . . . the merits and circumstances of a civil cause or stipulation and recognizance heretofore entered into before us by Henry Crowche, of Gresley in the county of Derby, gentleman, [and enrolled] amongst the acts of the court of our supreme lord the king, his Admiralty of England, which cause has for some time past been pending, and is now pending, before me, between Thomas Stynte and John Burnell, citizens of the city of London, the parties calling and summoning¹ the said Henry Crowche by a warrant in this behalf heretofore obtained and issuing by and at the instance of the same Thomas Stynte and John Burnell out of the said court of our aforesaid supreme lord the King, his Admiralty of England, against the said Henry Crowche, and placed in the hands of the registrar of the said court,² that he should show lawful and reasonable cause, if he has or can show [any such], why real execution should not be issued against him, Henry Crowche, and his goods, according to the stipulation and recognizance heretofore entered into [by him] in this behalf, as aforesaid, of the one part, and the aforesaid Henry Crowche, the party alleging or objecting against the said stipulation or recognizance, and against the said warrant heretofore as aforesaid obtained and issuing and exhibited and executed against the said Henry, and impugning the force, form, and effect of the same, of the other part . . . Therefore We, John Gybbons, surrogate or substitute and judge aforesaid, . . . (*all in common form*) . . . pronounce, decree, and declare, that the before-named Henry Crowche has failed and doth fail in the proof of his said pretended matter, and that he has shown and proved no sufficient cause (as aforesaid) why real execution should not issue against him and his goods; And

¹ Qy; nitentem.² The construction of these words is not clear.

cionem contra eundem Henricum et ejus bona juxta recognicionem et stipulacionem suam in hac parte (ut prenarratur) apud acta curie predictę per eum factam fieri deberi pronunciamus decernimus et declaramus. Eundemque Henricum in expensis . . . condemnamus . . . (*in common form*).

BROWNE v. MAYE.

A.D. 1551 File 20, No. 42. Extract from libel claiming damages upon a warranty of title given upon the sale of the 'Cock' of Dieppe. The warranty was to 'warrant and defende the sayed shipp as well agaynste the kings majestie our sayed sovereigne lorde as agaynste all other persons makinge clayme or challenge to the same shipp for the term and space of one hole yere and a daye next cominge after the date herof.' There is a similar bond of warranty given upon the sale of the 'Mary Gabriel,' File 19, No. 82, 'by one whole year and one day from the date of this presents to be accompted after the law of Oldren (*sic*) fortune of the sea fyre and enemy only excepted.'

2. Item quod post et citra premissa ac longe ante annum post datum dictarum literarum obligatarum superius mencionatarum elapsum dicta navis vocata the Cock of Diepe in eisdem literis mencionata fuit apud regnum Scotie ad instanciam petitionem et procuracionem ejusdem Petri Neveu mercatoris de Diepe seu alicujus alterius Francorum Regis subditi auctoritate sufficienti arrestata et attachiata necnon ab eodem Thoma Browne juris ordine rite et legitime evicta et recuperata.

that therefore real execution should issue against him, Henry, and against his goods, according to his recognizance and stipulation entered into in this behalf by him [and enrolled] amongst the Acts of the court as is aforesaid; And We condemn him, Henry, in costs . . . (*in common form*).

BROWNE c. MAYE.

2. Also that after and subsequent to the premises, and long before a year from the date when the letters obligatory above mentioned had expired, the said ship called the 'Cock' of Dieppe, mentioned in the same letters, was by a competent authority arrested and attached in the kingdom of Scotland at the instance and upon the petition and by the procuration of the same Peter Neveu, merchant of Dieppe, or some other subject of the King of the French, and was by process of law duly and lawfully taken and recovered from the possession of the same Thomas Browne.

FAIRFELDE v. FOSTER.¹

A.D. 1848 File 16, No. 123-124. Award of arbitrators in a case of assault.

This awarde made and geven up the xiiijth day of January in the first yere of the reigne of our soveraigne lorde Edward the Syxt by the grace of God kinge of Englonde Fraunce and Ireland defendour of the faith and of the churche of Englonde and also of Ireland in earthe the supreme hed by us William Bell of London gentilman and Robert Bell of London Fysshmonger arbytratours betwene William Fairefelde bargeman servaunt to William Brayfelde of London on the one partie and Richard Foster of Boullloigne on the other partie of their mutuall assentes indifferently elect and chosen Wharupon we having examyned the matter nowe in varyaunce betwene the said parties do fynde deme and judge by the examynacion thereof that the said William Fairefelde was hurt and had his hed broken by and thorough his owne foly and default ffor that in case the said Richard Foster had not then strocken the said William Fairefelde he the same William Fairefelde wolde have done worse harmes to the same Richard Foster and that that the said Richard did was in the defens of hym self and not otherwise In witnes whereof to this our awarde we have sett our sealles Yoven the day and yere abovesaid

by me Wyllyam Bell
per me Robert Bell

J. Scampion
(notarial mark)

GAMBLE v. ANDREW.

A.D. 1881 File 20, No. 87 (annexed). Libel for interference with the Long Ferry from Gravesend to London by interloping tilt boats. Allegation of the custom and of the monopoly granted to the owners of the Gravesend ferry barges by letters patent of Hen. IV. File 20, No. 80 is a similar libel.

The olde ancient custume and ordre used and observed time oute of mannes memory by the inhabitants of Gravesend by vertue of the Kings graunts of this realme graunted to the same ys and hath been that the transporting and conducting of the Kings subjects from Gravesend to London cum fluxu et refluxu maris et aque ac per maris

¹ This and the following cases in English are printed consecutively on left and right hand pages. This has made

it necessary to take some of them out of their chronological order and position upon the files.

fluxum et refluxum atque pertransitum ¹ maris shall be by the barges of Gravesend and by suche persons inhabiting the same toune as hathe barges and other vessels with there barges therfore prepared and not by the tilte boats of them that hathe nor usethe any of the said barges but onely tilte boats And the order and use of the occupiing of the said barges to theeffect aforsaid ys that the owners and occupiers of the said bargies shall have the only use exercise and profit or commoditie of them and allso conducte the people only at suche tymes as shall come to there torne and course which is that first on owner or occupier shall have on tyed and then a nother the nexte tied and so consequently tyede by tied one after a nother tyll every oner hathe his course and turne and then to be begin¹ agayne and allwaies continually to follow the same ordre and none inhabitaunt to let or interrupt a nother in his course And that for the said conducting and transporting ij^d only be taken and receyved of every person so transported in ther barges in so muche that yf there be only thre or iiij persons at any tide that will go by barge and pay the acustumed freight which is but 4^s from thens to London the awners be bound to cary the same for the said 4^s and so hath used time oute of mynd and yet dothe use the same notwithstanding that aswell ther servants or mariners wagies as also there meate drinke and liveries be now farr more chargeable to the owners and occupiers of the said barges then thei were wont to be

HAMP c. MAMSILLION.

A.D. 1551 File 20, No. 64. Libel claiming damages for arresting plaintiff and imprisoning him at Dieppe in respect of contraband goods carried from France to Scotland, captured by the plaintiff, and sold in pursuance of the proclamation of Henry VIII. set out in the libel as follows :

. . . That yf any Englishman coulede take any shipp or other vessell laden withe victualls or artillery or any other thing comyng oute of France to Scotland to the intende to ayde or succour the same realme of Scotland that ther the same Englishmen shulde take the same shipp or vessell so laden and bryng hym in to the nexte Boroughe village or markett towne in Inglond that they coulede safelye come to and there to make sale thereof at suche price or pryces as the judge or justice of the same place where yt was so putt to saale shulde thinke reasonable gyffyg the merchaunts thereof the hole sune that so shulde arise or growe of the same goods so taken

¹ Sic.

IN RE WINES OF SIMONET.

A.D. 1668 File 21, No. 123. Protest for non-payment of freight. Application that the cargo be sold to pay freight and that the residue of the proceeds be paid into court. A Latin copy of the protest is upon the file.

In the name of God Amen I John Siericks shipper of Hamburg and master under God of a ship called the White Lyon of the burden of ccl ton or thereabouts now beyng at Blackwall in the river of Thamys doo in the best manner that I can or maye and to all effect of the lawe that maye therof ensue saye allege and declare that whear I and other the maryners and company of the same ship to the nombre of xxvth persones through the default and negligence of Petir Symonet agent and factor of one Adrian Clayson of Poppendam owner of clx tonnes of Rochell wyne lately laden in the said ship at Rochell have tarryed and remayned in and about the said place with the said ship and wyne the space of vj weeks or thereabouts loking where they wolde discharge the same wyne and paye me my freight due for the same Which they have not doon but hytherto unjustly deferred Whereby I have been at xvth charges wekely or thereabouts over and besides the damage and interesse etc. to the some of clxth currant money of Englonde or thereabouts I doo protest that ther hath been or is no fault ne let in me but that the said wyne myght have been discharged and delivered to the same Adrian his factor or assigney or any other having interest in that behalf at tyme and place convenient But onely in the said Adrian Clayson and Petir Symonet or eyther of them not regarding to unlade and receive the same wyne and to paye the said freight And therefore I protest as well for the damage and interesse which by reason of the premyses hitherto I have susteyned as for those which hereafter I shall happen to susteyn to be recoverid of the said Peter and Adrian And further I protest that in case the saide Petir and Adrian or other pretending to have right and interest in this matter do not find the meanes within the space of six days next after the publishing of this my protest to come and receive the said wyne and to paye me my freight due for the same That then I myself do intend by all the best meanes which of right I can or may to put the said wyne openly to sale so as with the price thereof I maye be paid my said freight and damages and interesse accordyng to the extremyte of the lawe And the rest of the value of the said wyne if any remayn to deposit and leave in the Kings

Majesty's pryncypall court of his Admyraltie to the use and behoof of the said Petir and Adrian or any other that shall pretend title to the same

Set up and published openly in the Burse of Lombard strete of London [thre sondry strete]¹ tymes when most nombre of merchants were assembled that is to saye . . . the vij and viij days of this present Julie 1552

ORDINANCES AS TO ILLEGAL FISHING.

D. 1552 File of warrants, No. 2. Ordinances of the Admiralty Court as to salmon and trink boat fishing in the Thames. In the same file are presentments of those fishing illegally; a note (1548) that John Smythe and John Godfrey were sentenced to stand in the stocks for fishing on Sundays; and miscellaneous records of proceedings at Admiralty Sessions in matters relating to the Thames.

Die iij^o Augusti 1552 regni regis supremi domini nostri Edwardi 6 anno quinto apud Barkinge in Comitatu Essexie in curia principali sue Admirallitatis Anglie ibidem tenta sic ordinatum existit

Item that nooe maner of salmon boate shall dryve but only the hie water still and the lowe water still And that no person nor persons from hensfurthe doo shote any wyddenett within x fadom of his next felowe by estimacon in the day tyme nor within xx fadom by night Thesterly man to begynne first and so every man to shote in order so that none dooe drive in any place but only in podds Elme reche from the bare shore under Hooks Nasse on the Northe side unto Hamflete Mouthe And on the Sowthe side from Fox Willows to the toppe of Torne Nasse under the paine of vj^s viij^d for every offence Yovyn under the seale at Causes of the said Cowrte the daye and yeres abovesaid

Concordat cum Registro

ROGER HUNTTE

* * * * *

Veneris 20 die mensis Julii anno domini 1554 regni supreme domine nostre Marie Anglie regine anno secundo extractum ab ordinationibus curie principalis ejusdem domine nostre regine sue Admirallitatis Anglie publicatis in dicta curia tenta apud Barckinge in Comitatu Essexie die iij^o mensis Augusti anno domini 1552 regnique

¹ These words are supplied from No. 121. The signature of the notary is destroyed.

nuper domini nostri Edwardi 6 regis Anglie anno quinto In quibus inter alia continetur :¹

[Regulations as to the number of trinch boats to work in the Thames, as to size of nets; as to showing a light at night, under a penalty of 6s. 8d.]

ORDER IN COUNCIL.

A.D. 1557 File 27, Hil. No. 59. Order of Council as to enemies' goods in friends' ships, and friends' goods in enemies' ships.

The Frenshemen have lawes and doe putt the same in execution against the subjects of this realme whiche the counsell thinke convenient to be kepte lykewyse towards them.

That yf the shippes of our subjectes do take by sea any other shippes appertayninge to any other our subjectes or to our allies confederattes and friendes in the whiche shalbe founde goodes merchaundises or men of our enemyes or lykewise also shall take the shippes of our sayd enemyes in the whiche shalbe founde the persones merchandises or other goodes of our sayd subjectes allies confederattes and friendes or in the whiche our said subjectes confederattes and allies shalbe parteners in eny porcion that then the whole shalbe judged to be of good prise.

COMBES v. WYNTROPP.

A.D. 1558 File 29, No. 13; see also *ibid.* Nos. 12, 14. Adam Wyntropp and William Wyntropp, his son, petition the Council in the following matter (*ibid.* No. 14): Twelve years ago Thomas Combes bought goods of Adam Wyntropp in London, and Wyntropp sued Combes for the price in the City of London Court; whereupon Combes 'by the synyster labor of the Frenche Imbassador and also by other crafty meanes defarred and delayed the said Adam your orator from hys right,' and caused him to be arrested by process of the Admiralty Court. By order of the Council the action in the City of London Court and the suit in Admiralty were stayed until further order; Combes disobeyed the order of the Council and had Wyntropp again arrested by process of the Admiralty Court (see *ibid.* No. 109). Thereupon the King's Bench appear to have issued a warrant for the arrest of the judge of the Admiralty; the Council order the Chief Justice and the judge of the Admi-

¹ (*Translation*): On Friday, the 20th day of July, in the year of the Lord 1554 and the second year of our Supreme Lady Mary Queen of England, extracted from the Ordinances of the Principal Court of the same our Supreme Lady the Queen, her Admiralty of England, published in the

said court holden at Barking, in the county of Essex, upon the third day of the month of August, in the year of the Lord 1551 and in the fifth year of our late lord the King Edward VI, King of England, in which amongst other things is contained as follows:

rality to appear before them and to argue the question of jurisdiction (*ibid.* No. 14); see also Mr. Dasent's 'Acts of the Privy Council,' 1558-1570, p. 12; Wyntropp prays the Council to issue a commission for the appointment of arbitrators to settle all matters in dispute between him and Combes; the Council appoint Alderman Martyn, Thomas Hunt, William Hollande, and Edward Catlyn, merchants, as arbitrators, stating that 'the matter seemethe so moche intricate as yt nedethe therfore the travayle of soche experte and wyse men as ye be reported unto us in those affaires that have passed betwene them.'

A coppiee of the Counsells order.

At the towar the iij^d of Dessemlar 1558.

We heare the Cheeff Justyce of the Kynges Benche dyd of late make owt an attachement against the judge of the Admyralltie uppon pretense that he had intermedled in hys jurydyccyon in a matter dependenge betwene one Adam Wyntropp of London and Jhon Combes a Frenchman It was thys daye ordred by my Lordes of the Counsell uppon the hearinge of bothe the sayde judges and what eyther of them coulde alledge for hym sellfe that aswell the processe awarded owte againste the seyde judge of ye Admyraltie as the seyde matter in controversye betwene Wyntrop and Combes shalbe stayed untill theyr Lordshypps uppon consyderacyon of that hathe bene alledged on bothe sydes for the mayntenance of theyr severall jurydyccyons shall take some further order herein For ye better doinge whereof they weare comawnded to bryng to my sayde lords of the counsell a note in wrytinge of the causes wherein they have or maye contende for theyr sayde jurydyccyons so as theruppon theyr Lordshyps maye determyne some staye and order betwene them accordinge to equitye and justyce The sayde Wyntrop beinge thys daye brought before the Lords was commanded that he shall not any further proceade in the matter betwene Combes and hym untill theyr Lordshypps shall take further order therein uppon payne of doble the somme of the accyon that ys taken against hym

Concordat cum Registro

W. SMYTH

SPENCER c. CESSON (or COOKE).

D. 1559 File 30, No. 122. Letter from commissioners to examine witness, praying to be excused.

Righte Worshipfull our harty comendacyons remembred Wheare by vertue of a comyssion unto us and others dyrected from the right honorable the Lord Clynton high Admyrall of Ingland owte of the

Cowrte of the Admyralte for thetamyngacion and taking of certeyn deposicions and wytnesses uppon certeyn interrogatoryes annexed to the same comysson so mynistred by Geffery Spencer of Bryght-helmeston merchaunte playntyf and John Cooke of Cuckefeld defendant concerning a certeyn cyvill cause depending in the same court bytween the seid partyes fforasmoeche as the more part of the seid comyssioners have been sicke and decessed and also for lacke of spirituall [?] persons the seid wytnesses be nott examyned nor the seid comysson executed within the tyme appoynted Whearfor hit may please you for the quyetnes of the parties and for justice sake to take som other order and way therin And for our partes we have small experyence in cyvill and maryne affayres We do suppose that such as can wytnes the truth in this matter wylnot come before us without compulsion and further proces Thus comytting the order of this matter unto you shall beseche god to sende you long prosperous lyf from Henfeld the iiijth day of October 1559

Yours

GEORGE GORINGE

THOMAS BYESHOP

(Endorsed) To the right worshipful Mr. Doctor Lewes judge of the high courte of the Admyralte and Mr. Doctor Gybbon Doctors of the lawe be these yeven

IN RE HEW TREVANYON.

A.D. 1500 File 81, No. 211. Letter to the judge praying to be excused from journeying to London to give evidence.

Right worshipfull. After my verie hartie commendacions whereas of late I receyved a monicion from your courte to make myne apparaunce there and to testefie before you in a cyvile cause betwene Christofer Prewnen and Siliacus Barkeman straungers and Mr. John Killigrew gent. These be tadvertise you beinge called upon to serve in sondrye the Queenes Majesties affayres in the contrye here for that my howse standeth nere the see coste and betwene the havens of Falmouth and Foye I receyved from her highnes and her counsaile long before the serving of your said monicion a commission straitly charging me to have speciall regard from tyme to tyme unto the portes and havens adjoyninge and to see that all persones be in arredines with ther weapons and harnes to serve incase any her graces enemyes should attempt to arryve So as I can not accomplishe

your precept and request onles I should neglect her highnes commandment in that behalf Also it should be verye paynefull unto me beinge farre stricken in yeres and weke in bodie to travaile so great a journeye and chargeable to the partie Trustinge therfore your worshipp will accept this as no fayned excuse I shall even hartely desire you to direct your commission hether into the parties to take my deposicions and god willing I shall discharge my conscience in that I knowe accordingly Thus remitting you to the tincõ¹ of almightie god I wishe you well to do ffrome my howse in Cornewall the xxth of Marche 1559

Yours

HEW TREVANYON

(*Endorsed*) To the right worshipfull the Judges of the Quenes Majesties courte of high Admiraltie be it delivered [?]

Crastino Quindene Pasche die lune xxix^o die mensis Aprilis anno domini 1560

JONSON c. BANNISTER.

i. 1560

File 81, No. 206. Allegation of a custom that if the ship be lost the mariners lose their wages.

4. . . . That the marrynors gonners and other ministers whosoever in eny ship or vessel laboring and travayling upon the seaes shall as well abide beare and suffer thadventure and losse of their wages and salarie if the shippe or vessell wherein they sayle and serve by mysadventure of the seaes or tempest do perishe in that viage as the ownars and ladars shall and must in like case beare suffer and sustayne thadventure of their sayed shipp, and goods.

BOYSE c. TYRRELL.

1560

File 81, No. 27. Endorsement on a bill in Chancery for freight; *ibid.* No. 26, allegation of contempt for suing in Chancery.

The plaintiff hath commensed action in thadmyrall court against the defendant for the same matter comprised within this bill And the defendant hath gyven sureties to aunswere the action therein which matter doth yet there depend undischarged And therefore not to be sued in the Chancery and there all at one time.

¹ Sic.

COOPER c. HARNEYS.

A.D. 1661 File 82, No. 116. Allegation of liability of the pilot on a fishing voyage, by whose negligence the ship was lost, to contribute towards the loss. (See also *ibid.* No. 167.)

(Allegation of custom) . . . That when and as often as any master and marryners taketh any shippe or boat to goo one fashinge to the North Seas for their doles That then and in such case yf that shippe or boate do perysh in that viage by negligence wynd or wether or by any other casualltie whatsoever the said master and marryners shall and oght accordinge to their doles ratabye beare and pay there partes and portions to the owner or owners of the said shippe or boate towards the losse of the same shippe or boate and her firnyture and apparrell.

(Allegation that Harneys' contribution amounted to £20; that Robert Strike, a mariner, who had assigned to him for wages a double dole, had been instigated by Harneys to keep out of the way in order to escape payment of his contribution of £20.)

LUTKINS c. CHAMPERNOWN.

A.D. 1663 File 83, No. 41. Certificate from the mayor and others of Dartmouth that Englishe had been prevented by weather from carrying to St. Malo commissioners for the examination of witnesses in the matter of the spoiling of the 'Spiritus Volans.' The seal of Dartmouth is attached.

To all and singuler true Christien people unto whom this present Testymonyall shall come to be sene hearde or understande Osmonde Harden maiour of the towne and porte of Dartmouth in the com' of Devon William Holond William Newlond Gylberte Roope Andrew Wakeham Thomas Gourney Adam Walker and Robarte Shapley latelie maiours of the saide towne Gretyng in our lorde god everlastyng Forasmoeche as hit is a charitable dede and also the duetie of all Christians beyng lawfullye requyred to testifie the trueth in all matters doubtfull to them unto whom hit maie appertayne for the furtheraunce of anye juste cause and the avoydyng of ambiguities and doubtes that therapon mighte happen to ensue Whereas one Roger Englishe of Totneis in the com' of Devon merchaunte beyng appoynted to transporte with hym unto the towne of Saynete Malowes in the parties of Brytayne a certayn commysson directed to the Chief Justice or ordynarye there from oute of the highe courte of Thadmyraltie for

thexamynacion of certayne witneisses in Sayncte Malowes aforsaide as by the saide commission more at lardge appereth Knowe ye therefore us thabovenamed Osmonde Harden William Holond William Newlond Gylberte Roope Andrew Wakeham Thomas Gourney Adam Walker and Robarte Shapley for trueth by these presentes do testifie that the saide Roger Englishe from the xxixth daie of Decembre laste paste before the date herof unto the daye of the makyng of these presentes hathe bene reddye to departe from this towne of Dartemouth unto the Isle of Garnesey and from thence unto Sayncte Malowes aforesaide in all whiche tyme no barcke or shippe hathe departed from hence unto the saide Isle of Garnesey and farder we doe wytneis that the saide Roger Englishe hathe bene on the seas to passe thither where he was forced to retourne to this porte of Dartemouth In Witneis wherof and for testimonye that the premisses are true we the afore-named Osmonde Harden William Holond William Newlond Gylbert Roope Andrew Wakeham Thomas Gourney Adam Walker and Robarte Shapley unto this present Testymonyall have putte the Sealle of the Maioraltie of the towne of Dartemouth aforsaid and subscribed our names Yeven the xxixth daie of Januarye in the fyveth yere of the reigne of our soverayne Ladye Elizabeth by the grace of god Queene of Englund Fraunce and Ireland defendour of the faithe etc.

Osmont Hardene Mayere Wyllyam Holond Weillyam Newlonde
Gilbert Roupe Thomas Gourney Robart Shepley Andreas Wake-
ham Adam Walker

MUSTERMAN c. BYLLINGSHOWSON.

- D. 1563** File 84, No. 118. Protest to the jurisdiction. Byllingshowson, a subject of the king of Denmark, having been spoiled by men of Revel, obtained letters of reprisal from Frederick II. He captured a ship and goods of Revel, and brought them and his own ship, the 'Rowland,' to the Downs. There his ship and prize were seized by H.M. ships 'Falcon' and 'Phœnix.' Proceedings were taken by the captors in the Admiralty court for condemnation, but upon the order of the Admiral the Revel ship and goods were restored. Shortly afterwards the 'Rowland' and her prize were again arrested by Musterman and other merchants of Amsterdam and Lubeck. A libel for spoil was filed, and Byllingshowson appeared under protest. The protest appears to have been overruled, and two first decrees were made condemning the ship and goods; File 84, Nos. 117 to 114, 104, 68, 46, 48.

After reciting the facts above stated the protest proceeds as follows:

. . . . Forasmuch as nether the said Byllingshouson nor any of his hath done hurte to any person of the realme of England he being

yet thus violently entreated and by the Quenes shippes greatly endamaged in his estimacyon body and goodes And consydering that the facte and all thearunto appertayning was done uppon the king of Denmarkes streame and wythin his jurisdiction beyond the seas (both the parties also being of forrein countreys beyond the seas) the sayd Byllingshouson only remembring his othe and allegiance to the Kinges Majestie of Denmarke his sovereigne lord and master neither can nor will touching that facte stond to the determinacyon or sentence of any courte or jurisdiction in England but referreth himself wholly and only to the judgment seate of his sayd sovereigne the kinges highnes of Denmark Beseching most humbly the Quenes Majestie of England that as concerning all suche the aforesayd thinges as have byn spoyled and taken awaye here by her highnes shippes uppon the open seas the same both shippe bodies and goodes maye be restored to their former estate And from all straunge accions to sette the sayde Byllingshouson his shippe and people at free lybertie uppon the open sea as he was when her Majesties capytaynes came to take him Protesting to your worship on the behalfe of the king my sayde sovereigne lord and by his commaundement that otherwise I neyther can nor maye conclude uppon any cawse comytted against his Majesties ship goodes and people Reserving alwaye his Majesties furdur right etc. And for testymony hereof I have subscribed my name the seventh daye of December 1563

Further protest, File 84, No. 101.

The tenth daye of December 1563 In London to the worshipfull Dr. Hewyk.

Whereas I capitayne Billingshowson have presented to your worship for my dyfynytyve aunswere in wryting as moche as eyther I can or maye under the dangier of my sovereigne Lord his displeasure yet not doubtyng but that the same shall content you forasmuche as it is myne owne meare answere and that I shall not be forced to make any furdur aunswere to my partie adversary consydering that yf any trespas be commytted against myne adversary yt is the king my sovereigne lorde his cawse whose procuratour I am not appoynted and moche the more because the same was done owte of this the Queene her jurisdiction upon his owne streames and coste and against his and myne enemyes whiche mattier by no good lawe maye be drawen to be aunswerable here but that the cawse shold or ought to be tryed where the facte was donne (being approved crymynall or other) And so much the more that the king himself ys actuary in the

cawse whose auctoretie I have not to use here in defense Thearfore I conclude that yt wolde please the Queenes Majestie well to consyder the extorte and vyolate actes doon unto me his subject and servaunt in brynging in and drawing me hether perforce that I maye wyth my people his subjectes and ship be restored to my former estate as I came in goddes peace and the Queenes wythowte commytting any offence wyth in her Majesties domynyon Otherwise I doo protest this thurd tyme before your worship of my damages and losses hereby had as before I have doon and as tyme and place shall serve Reserving alwaye His Majesties furdre right etc.

PROCLAMATION.

564 File 87, No. 246. Proclamation as to not trading with Portuguese colonies, and as to not spoiling Portuguese ships.

Edward Fynes knight of the noble order of the garter Lorde Clynton and Say Highe Admirale of Englande Irelande and Wales and of the domynyons and Isles of the same of the towne of Callice and marchies therof Normandy Gascon and Guyen and Capitaine Generall of the Queenes Majesties navye royall of her highnes saide realmes of England and Ireland Too Wyllyam Moore Vice Admyrall of the countie of Sussex and the sea quarstes and places of the same sende greetinge Whereas I have lately receaved from her majestie her highnes letters signed with her most gracyous hande and sealed with her majesties signett to be intimated and declared to all marchauntes shippmasters and maryners of this her highnes saide realme of England the trewe copie wherof worde by worde hereafter ensueth Elyzabeth by the grace of God Queene of England Fraunce and Ireland defendor of the faithe etc. Too all our Admyralls Vice Admyralls capitaines of our fortes castells or shippes and to all customers comptrollers searchers and to all our marchantes adventurers and other our subjectes travelinge by sea or freshwater Greetinge Where complaint hath bin made unto us by an Embassador of our goodd brother the kinge of Portingale that divers of the said kinges subjectes of late yeres have bin unfrendlie used uppon the seas by certain of our subjectes as by the said Embassador is alleged althoughe no suche thinge have bin herde of us at any time heretofore And furdre that certaine of our subjectes have sailed into suche partes of Ethiopia where the saide kinge hath made conquest uppon the infedills and hath there domynion and tribute Whereby as is by the saide Embassador reported the saide kinge suffrith detryment a thinge also unknowen unto us And

thirdlie that sondrye of the subjectes of Scotland by color of a letter marke hathe of late vexed and spoiled the shipps of Portingale tradinge our narrowe seas and havons and be permitted by our subjectes and officers of our portes to make sale of the same gooddes so spoiled the like wherof hath not at any time bin allowed by us but in all causes whereof knowledge hath bin given have bin severely pounished in all which matters allthoughe we knowe noe occasion given by us or any our subjectes to have suche complaint made to us yet for satisfaction of our saide Embassadors requeste being the firste that hath bin made on our saide goodd brothers behalfe and because his saide Embassador earnestly hath requyred that we woulde for the quietinge of the mindes of the subjectes of Portingale notify to our subjectes this our goodd meaninge to contynewe and intreteyne the auncient amitie and intelligence with our goodd brother his kingdome and subjectes althoughe we think it not unknowne to our subjectes yet we have thought it not unmete to declare and publishe unto you all that our meaninge is and alwaies hath bin that all manner the subjectes of our saide goodd brother the kinge of Portingale shoulde be in all partes of our realme bothe by sea and lande used and receaved with favour as other the subjectes of any other place beinge in amitie with us And for the seconde request althoughe we knowe no reasonable cause why our subjectes may not sayle into any countrey or province subject to our saide goodd brother beinge in amitie with us payenge the tributes and droictes as may belonge to the traffique yet at the instant request of the saide kinge made to us by his saide Embassador we be pleased for this time to admonish all manner our subjectes to forbear to enter by navigation in anie the portes or havons of Ethiopia in whiche the saide kinge hath presently dominyon obedience and tribute And for the thirde and last request likeas we never meant ne know of anie thing down to the contrary but only that we have herde reporte of a letter of marke remayninge in the possession of certaine Scottes and as the Scottishmen alledge lefully graunted and not yet discharged so we will that none of our subjectes shalbe aydinge to any Scottishman in spoilinge or depredacon of anie the subjectes of our saide goodd brother the kinge of Portingale nor that anie shall receive or buye of anie Scottishman within any of our portes any manner of marchandizes or gooddes that shalbe either knowne or suspected to have bin taken by depredacon from any manner subjectes of the saide kinge of Portingale And for thobservacon of all the premisses accordinge to the goodd intent of the same our will and pleasure is that all the premisses shall not only be dewly observed and obeyed but

that all manner of officers and subjectes of what degree or condycion soever they shalbe be ayinge and assistinge to all manner subjectes of the said kinge of Portingale to enjoye these our grauntes and gra-tuities as they will aunswer at their uttermoste perill And this our commaundement to contynewe in strengthe and force as long as our subjectes shalbe frendlie and lovingly used by the saide kinge of Portingale our goodd brother and his subjectes as goodd amitie and frendshippe requyrethe Theis be on her Majesties behalfe to require and chardge yowe that with all convenient spede after the receipte hereof ye doo cause these presentes to be fixed and sett up

THE 'CONCEPTION.'

- D. 1557 File 38, No. 212. Petition of Portuguese merchants, spoiled by John and George Rawleigh, sons of Walter Rawleigh, to the Privy Council for redress.

To the king and the Queenes Majesties most ho[nourable] Privie Counsell

Moste humblie showithe and lamentablie complayneth unto your honnors That the xxvjth daye of Auguste in this present year of our Lorde 1557 as your said supplyants were sayling uppon the mayne seas betwene Syllye and the coostes of Ireland in their shippe callid the Conception of Vienna ladin with Iresh freses [?] hides and wax to the valewe of a thowsand poundes towards the porte of Vienna in the realme of Portingale in Gods peace and your Majesties one John Rawleighe capytayne of a shippe of warre callyd the Nicholas of Kenton and his brother George Rawleighe capytayne of another shippe of warre then in consorte with the said Nicholas of Kenton callyd the Katheryne Rawleighe furnished manned and victualyd and sett out to the seas by Walter Rawleighe in the countie of Devonshire esquire owner of the said Katheryne and father to the said John and George espyeing your said oratours so sayling they with their complices streight bare towards them and had them in chase that hole day and shott of at them dyvers peces of ordinaunce and at length about fyve of the cloke in thevening of the said daye notwithstanding they then understode she was a Portingale yet vyolently with drawen swordes laying her aboard bestowid in her xv Inglyshemen of their owne complices and put your said supplyantes under the hatches in their said shipp the said George cryeng out unto the Inglyshmen which were aborde the said Portingale caste them overborde orels we shalbe discryed and so kepte them nyne dayes uppon the seas con-tynually as their juste price and then the said shippe of your sup-

plyantes was soundryd by force of wether from the two shippes of warre and dryven into Corke haven in the coostes of Yreland where the said Inglyshemen that were in hir did there sett your said suppliantes aland and after brought the said Portingales shippe with her lading to the coostes of England and aryved at a place callyde Mounshowle in the coostes of Cornewall where there was a bote of Yarmouth which had sene the said Portingales in Yreland and did knowe her well and because they should not discerie the said piracye of the said John and George Rawleighe and of their adherentes they gave unto the compenye of that barke one pack of freses And from thence they sayled to Falmouth and there they mete with a shippe of the Queenes Majesties callid the Anne Gallant whose bote came aboard them and demaunded of them whence the said price was Unto whom the said pirates aunswered yt was a pryce which they had taken from certayne men of Crossewicke in Fraunce and then they gave unto the bote swayne of the said Anne Gallant two packes of the said frese And so from thence they came unto Popery¹ by Westelowe in Devonshire and there sett alande one of their compaynye callyd Dyckeswashe to gyve knowledg unto the forenamed Walter Rawleigh owner of the said Katheryne Rawleighe whome they knewe wolde be glade of that pryce and so covertly handled the matter that eyther yt should not be knowne or by his frendshippe and meanes borne withall that they had taken a Portingale price and to aske his advice what they should do with the same Which thing when the said Walter Rawleighe had harde he allowing and favoring that the said pirace gave thanks and iij^s iiij^d in money to the said Dyckeswashe for his good tydinges and paynes willing him to retourne agayne in all haste to the said shippe and to cause hir with all speid to be brought to Exmouth haven harde by his owne house and to gyve warnyng unto his compayney that if any man dyd aske what she was they should aunswere that she was a Frencheman for he wolde make her a good pryce But in the meane whyle the said shippe departing from Poperie and intending to take hir course to the said haven of Exmouth was dryven by contrary wynde into Lowe in Cornewall where uppon suspencion that the pryce was not lawfull she was arrestyd by thofficer of the Admyraltie as by the deposicions and examinacions of the said pirates a cople whereof is redy to be showed to your honnours more playneley it dothe appiere Which arrest when the said Walter Rawleigh had harde of understanding then that by his aforesaid purposed secrete and privy wayes and counsells he could not gett your said

¹ Polperro (?)

orateurs vessell and goodes into his handes he attemptyd by the corruption of thofficer that should have to do in that cause to get hir into his possessyon and writte a letter with his owne hand unto one Mr Yonge Viceadmirall then of Devonshire being then at London signifiyeing therin unto him that his barke happenyed to mete and take a Portingale laden with salte hides and freses and that she was arrestyd at Lowe as before desiering him to be ameanes to my Lorde William Howarde the lord highe Admyrall of England to lett him and his two sonnes John and George to stande to the tryall with the said Portingals (your said orateurs) for the said shippe and goodes offering that he wolde gyve therefore unto my lord an hundred poundes and besides that xx^{li} more to the said Mr Yonge for his paynes with other moche more fowle matter as more evedently appeirith by his said letter remayning in the Admyraltie courte the true copie whereof we are reddye to shewe unto your honnours And after that the said Walter Rawleighe knowing that his said two sonnes had comyttd the said piracie receyvid them yet into his house and aydyd socored and cherysed them as one that moche favoryd their said acte and piracye for further declaracion wherof when he sone after did send his said barke callyd the Katheryne Rawleighe to the seas agayne he made one John Phillipps (who was one of the chief pirates) master of the same About the which tyme the said George Rawleigh being arrestid by the officers of thadmyraltie ther for the said piracye and comyng upp before Mr Doctor Cooke judge of thadmiraltie to aunswere according to the same arrest was baylyd by a recognisaunce of fyve hundreth markes taken of the said Walter Rawleighe his father before the said judge of thadmyraltie for thapparaunce of the said George at the Sessyons of the same courte which should be holden the xiiijth daye of Decembre then next folloinge and nowe last past as by the same recognisaunces more playnely appeirith the copie whereof is reddye to be shewid to your honnours But yet the said George kept not the daye of his apparaunce whereby though the said recognisaunce were and is forfayted yet your said orateurs are never a whitte the better therby but have ben and styll are moche delayed and put of from their recovery of their said shippe and goodes for the said John and George Rawleigh have been and are by the meanes of their father Walter Rawleigh so conveyed from place to place and from tyme to tyme kept so secretly that your said orateurs though they have most dylygently caused them to be sought yet they coulde not hytherto nor yet cannot have them founde and arrestyd but your said orateurs be and so are lyke long to be delayed to their utter

undoing And as agaynst the said Walter Rawleighe your said oratours have no remedy or accion by the civile lawe for the recovery of their shippe and goodes as they be enformyd by their learned counceill in the same And thus your said oratours being by the said John and George Rawleighe and their complyces and with the counsell ayde and assystaunce of the said Walter Rawleighe their father pyteously spoylid and robbyd of their said shippe and goodes are not hable by thordynary course of the lawe to recover the same being themselves but straungers and poore men without frendshipp and the said Walter Rawleighe being a man of worshippe of greate power and frendshipp in this countrye In consideracyon wherof may it please your honnours that the same Walter Rawleigh may be constrayned without further suet in the lawe which your said oratours be not hable for lacke of money to followe eyther to bring furthe the said John and George Rawleigh his sonnes to have justice and execucion of the lawe or els himself to satysfye and recompence your said oratours for their said shipp and goodes for that he was and yet is a speciall ayder and succerer of the said pirates or els to paye to your said oratours the said some of fyve hundreth markes being the forfayture of his said recognisaunce made to thoffice of the Admyraltie towards the recompence of your said oratours greate damages and losse which is to the value of aleven hondred poundes or above and to the utter undoing of them their wiefes and children without your honnours take pytie upon them And your said oratours shall dayly pray unto Allmyghtie God for the long preservacion of your estates long to endure to the pleasure of God.

IN RE BAPTIST AND GUICIARDINI.

A.D. 1643 File 88, No. 208. Letters testimonial from the judge of the Admiralty certifying to a safe-conduct and licence to trade given by Henry VIII. to Florentine merchants of Antwerp.

John Viscounte Lisle Baron of Malpas and Somerey knyghte of the most noble order of the garter lord Basset and Taysse one of the kinges most honourable counsayll high admiral of England Ireland Wales the town and marches of Calleys Normandie Gascoigne and Guion and captayn generall of the kinges majesties navie royall To all persons to whome theis lettres shall come heare see or reade greating in our lorde god everlasting Knowe ye that we at the requeste of Bartholomewe Fortini factour and procuratour to the merchauntes here undernamed have this day in our counsayll of the high courte

of thadmyraltie of Englonde don to be dyligently seane rede examyned and preserved certeyn lettres patentes of salve conducte licence and pasporte sealed with the great seall of the king our sovereign lorde whiche after due examynacion have ben founde hole perfecte sounde and integre aswell in the seall as in the wryting without any manner of rasure cancellacion suspicion or interlynacion The tenour of which lettres patentes originall worde by worde hereafter ensuythe Henry theight by the grace of God king of Englonde Fraunce and Ireland defendour of the faith and in erth of the churches of Englonde and also of Irelande the supreme hed To all and singuler our admyralles viceadmyralles capitaignes and all other our officers mynysters and subjectes theis our lettres hearing or seing greating Knowe ye that at the contemplacion of the right excellent princes the lady regent of themperours Lowe Countres of our grace especiall have graunted and geven licence and by theis presentes doo graunte and geve licence unto our welbeloved John Baptist and Laurence Guiciardini and their feliship merchauntes Florentyns resydent in Andwarp in Brabant their factours attorneys and to every of them that they at all tymes during the effect of this our graunt and permyssion according to the treue meanyng of the same may passe the sees and by our portes havons crekes and passages with all manner of shippes or vessels of what countrey burdon forme and qualitie soever they be furnysshed with ankers cables victuayles and all other necessaryes And to bryng out of the parties of Fraunce the nomber of six hundreth tonnes of Gascoigne or Frenche wyne and Tholous woad into Flaunders or into any other parte of themperours said Lowe Countreys at their lyberties And the said wyne and woad so brought by them in to the parties aforsaid and there unladon and dyscharged that the saide vessels and shippes maysters pylottes and maryners of the same and every of them of whatsoever Chrystian nacion they may be suerly and saufly retorn into Fraunce aforsaide or elles wheare without auny molestacion troble or greavaunce to be doon by you or auny of you So that by the same maysters shippes and maryners under shaddowe and pretence of this our licence doo not nor cause to be doon auny thing prejudiciall or hurtefull unto us our realmes and subjectes or to auny other our frendes beyng with us in leage and amytie nor that auny goodes of our enemyes be by them conveyed and concealed be collour hereof or auny more quantitie of wyne and woade then aforeexpressede and graunted by us Wherefore we woll and commaunde you and every of you that ye permytte and suffer the saide John Baptist and Laurence Guiciardini their factours and conductours of the forsaide wyne and

woode And that ye do not invade apprehende or reteyne the saide shippes or vessels or auny of them in auny manner of wyse nor vyolently take auny parte of the goodes beyng in the same nor that ye vex ne trouble the maysters pylottes or maryners aforesaide passing and repassing the sees or arryvyng at any porte havon or passage of this our realme or any other our domynyons as ye tender our pleasure and will aunswere unto us for the contrary at your perill any letter of marke contro marke commysion or auctorytie to you or any of you contrary here unto geven or any other thing cause or matter whatsoever notwithstanding that expresse mencion of the certentie of the premysses or of other gyftes or grauntes by us or auny of our progenitours to the forsaide John Baptist and Laurence Guiciardini before this tyme made in theis presentes ar not made Any statut acte ordinacon provyecon or restreynt thereof to the contrary made ordeyned or provyded or elles any other thing cause or matter whatsoever in auny wyse notwythstonding In wytnes whereof we have caused theis our lettres to be made patentes Wytnes our self at Westminster the seconde day of May in the xxxvth year of our reign per breve de privato sigillo et de data predicta auctoritate parliamenti Marten¹ Upon whiche lettres patentes we high Admyrall of Englonde aforesaide have graunted and geven unto the saide merchauntes at their request theis our lettres of transsumpte in this due forme to be made adjudging and by our auctorytie decreing lyke faith firme creditte and affiaunce to be geven in all places and by all persons to this coppie of transsumpte of the same lettres patentes of saufconducte as to thoriginalls yf they were really shewed and exhibyted Wherefore we on the behalf of his majestie will and commaunde all capitaignes men of warre and all other justices officers and subjectes of the Kinges majestie to whome theis presentes shall come and of our parte we doo requyer all other persons that neither they nor auny of them by auny pretence or collour doo or suffer to be doon unto the saide merchauntes or unto their factours attorneys deputies servauntes maysters of their shippes pursers and maryners by reason of this present warres auny manner of arrest interupcion hynderaunce trouble or lette contrary or agaynst the effecte purporte mynde and intent of the saide lettres of saufconducte in auny wyse but to permytte and suffer them peasably and effectually to use and enjoy the same lettres accordingly Of the whiche theis our letters of transsumpte be made upon the viewe and sight of the same in the said high court of thadmyraltie of Englonde under the great seall of our office of the

¹ Sic. Probably the name of the prothonotary. And so elsewhere.

high dmyraltie whiche in wytnes of truithe we have to this transsumpte put and affixed wyth the subscription of thande of our notary publique and Regyster undernamed Yoven at London the fourth day of May in the year of our Lorde God m^vxliij^t and in the xxxv^t yeare of the reign of our said most excellent sovereign lorde Henry theight by the grace of God kyng of Englund Fraunce and Irelande defendour of the faith and of the church of Englund and also of Ireland in erthe supreme hed.

THE 'LONG MARKE' OF DANZIC.

- D. 1569 File 43, No. 176. Writ of assistance to commissioners for the arrest of a German ship and goods captured by French pirates and brought to England.

Where the bearers hereof Matthewe Collclough and Reynolde Wendon of London merchaunts doo presently travell downe unto Plymouthe and other partes of the west cuntrye on the behalf of one Gregory Courte a straunger master of a shippe called The Long Marke of Dansike about the recoverye of the saide shippe and the wares wherewith she was loden for Embden being rye waxe pitche and tarre clapboarde and asshes which he allegeth wer taken from him by a ffrencheman and after solde bothe shippe and goodes at Plymouthe aforesayde and other places thereaboutes for whiche purpose there is presently addressed processe out of thadmyralltie courte This be in the Queenes Majesties name to require and charge you and every of you to whome in this case it apperteineth to be aydinge and assisting unto them to the best of your powers in thexecucion of the saide processe and by vertue thereof to helpe them also to the recoverye of the saide shippe and goodes in whose handes or whersoever the same or eny parcell thereof shall happen to be founde and the rather for that the Magistrates of Dansike have written their lettres and made humble sute to the Queenes Majestie in this behalf And hereof therefore fayle ye not as ye tendre her Majesties pleasure and will aunswer for the contrarye at your perilles From Guldefordethe xjth of Auguste 1569

To the Mayor of Plymouthe and all other Her Majesties officers ministeres and subjects as well of that porte as of any other her highnes' portes havens or creeks thereabowtes to whom it apperteineth and to every of them

Norfolk R. Leycester W. Howard
F. Knollys W. Cecill

SIR HUMPHREY GILBERT.

A.D. 1572 File 44, No. 18. Promissory note (copy) given by the Governor &c. of Flushing for the payment of the wages of Gilbert's soldiers. File 44, No. 12, is a similar note in favour of Walter Morgan; *ib.* No. 47 is a first decree obtained by Morgan against goods of Flushingers arrested afloat; and *ib.* No. 61, a similar first decree in favour of one Chester. *Ibid.* Nos. 14, 23, 82 are copy declarations in actions in the City of London court by soldiers against their captains for their pay; the agreement between Long (a soldier) and Morgan (a captain) is set out in No. 82. The Admiralty Court proceeded against the plaintiffs in these actions for contempt. The arrest of Flushing ships and goods appears to have been stopped by order, dated 11th Dec. 1576, of the Privy Council to the judges of the Admiralty; see Act Book No. 142; see *supra*, p. lxxi.

Traunslated owte of Dutche.

We Governor Baillyf Burrowmasters and Aldermen of the towne of Flesslinge because of our office dide acknowledge and confesse and by these presentes doo acknowledge and confesse well and truely to owe to the right noble Syr Humfre Guillebert knyght etc. coronell and captayne generall of the Englishe soldyors or to the brenger of these letters the somme of three thowsand seven houndreth carolus gyldern of twenty stuyfuers a peece And that because and as reste of a greater somme for the satisfaction and fful payement of the sarvyce by hym and his capteynes and men made which were in garnyson as yett unpayd which said somme of three thowsand seven houndreth carolus gyldern we doo promyse well and truely to paie to the saide Syr Humfre Guillebert his heyres or that shall have his accion or to the brenger of this letter within the tyme and terme of one moneth after the date hereof ffor the assurance of which payment we doo bynde all the rentes and profyttes of the said towne movabell and unmovabell present and to come In the payment hereof the angelles must be receayyd for twelfe shillinges greatt Flemishe withoute fraulde In Witness of the trueth we Governor Baillyf Burrowmasters and Aldermen aforesaid have annexed to these presentes the seal for the causes of the said towne of Flesslinge the flyrst daye of November anno 1572 Subscribed A Van Groenvelde with the scale of the saide towne of greene wax thereunto annexed.

(*Endorsed are acknowledgements by Sir H. Gilbert of payment of £150, dated 29th Nov. 1572, and of £100, dated 7th Dec. 1572.*)

THE 'ELIZABETH.'

1878 File 47, No. 98. General average. Award of Dr. Lewes and others, as arbitrators.

The case by the declaracion of Mathewe Cesson purser of the Elizabeth of London

After the arryvall of the saide shippe with the clothes and other goodes at Elsenor the kinge of Denmarke's tolner sent for the saide purser and required to have xiiij packes of the clothes for the kinge which the purser denyed Then the tolner saide that the shippe shoulde tarye there untill the kinge had them and he shoulde be sent to Copeman havon But afterwarde agreed for two hundred of the saide clothes after the rate geven by the merchants to the purser for payment of toll beinge xxij dolors for everye clothe Which two hundred clothes the saide kinge had and delyvered a bill for the paymente of so muche moneye for the same after the rate aforesaide There were in the shippe clothes of dyvers mens and the purser delyvered the packes as they laye savinge one of M^r Fludd and one of M^r Clerke so as some mens clothes were wholye taken by the kinge and some had parte taken and some others had non at all ffor as muche as the clothes were more werthe than the xxij dollors whereby some do susteyne losse and some other non at all The question is whether there ys an averadge or contribucion to be made in this case by them who had non of their clothes taken to the kinges use.

We David Lewes judge of thadmiraltye Thomas Yale judge of the courte of the courte of the ¹ Audyence of Canterburie Robert Fourthe and John Hamonde doctors of the lawe arbiters elected and chosen to deme and judge of the case above written havinge fully and advisedlye considered thereof Do order and judge that for as muche as the kinge of Denmarke's toller or officer did not require any of the merchants clothes by name nor did entre the shippe to take any But the purser beinge a common ² servante to all the merchants for that voyage made deliverye by agreement or composition made with him for ij^e clothes beinge a lesser number then was required by the saide toller or officer the merchants whose goods were not taken and have subscribed to the orriginall case remaininge in the regester of thadmiraltye of recorde ought by lawe and equitye to make contribucion or average towards the losses or damages susteyned by them whose goods were delyvered to the kinges use everye man accordinge to the rate of his

¹ Sic.

² coëm.

goods delyvered for satisfaction of the said kinges requeste geven the xxixth of November in the xvijth yere of the reigne of our soveraigne Lady Elizabeth by the grace of God Quene of Inghland France and Irland defender of the faith &c.

Da. Lewes
Tho. Yale

Robert Forthe
Jo. Hammond

THE 'ROIALL MARCHANT.'

A.D. 1578 File 49, No. 4. Letter from the Privy Council to Dr. Lewes and others, directing them to hear a case of wages for 'charities' sake to the mariners.

After our verie hartie comendacions we send you herewith a petition exhibited unto us in the behalf of the maryners and companie which latelie sailed in a shipp called the Roiall Marchant of London wherein is complained as you shall perceive that they are unpaide of their monethlie wages agreed uppon at the setting forth of their voing and the same denied by the owners for suche cause as you shall finde in the said petition And for so muche as they be many in number and the moste part of them of likelihode so pore as they are nether able to indure any longe sute nor any attendance about it we have thought meete for charities sake to recommend them and their cause unto your hearinge and determinacion Prayenge you with as muche expedicion as you may to calle before you the said owners and suche others whome the matter concerneth And after that you shall have herde bothe partes and shall be thereby fullie informed of the trouthe to sett suche finall ende betwixt them as to justice and equitie shall be agreable and with suche speede as the pore men may have no cause of longer attendance then shall be necessarie And so we bidd you right hartelie farewell From the courte at M^r Rivetts house in Cambridgeshere the first of September 1578

Your loving frends

W. Burghley R. Leycester F. Knollys Chr. Hatton Tho. Wylson

The¹ judge of thadmiralty the Lieutenant of y^e Tower Sir W^m Wynter and the Recorder of London, or any iij of them

(*Endorsed*) To our verie lovinge frends Sir Owen Hopton Knight Lieutenant of the Tower, M^r Doctor Lewes, Judge of the Admiraltie, Sir William Wynter Knight and to M^r Recorder of London, or to any three of them.

¹ The master of the Rolles struck out.

PRESENTMENT OF JURY.

. 1585 File 54, No. 247. Presentment of a 'privie picker' of oysters.

At an Admirall Court taken at Sittingborne within the hundred of Milton uppon Tuesday the xiiijth day of December 1585 before the Right Worshipfull Sir Edward Hoby Knight Vice Admirall of the same hundred by the Jury herunder named was presented as followethe :

The names of the Jurors

John Godfrey thelder	Thomas Hayward
Arthure Foreman	William Wing
Thomas Yonge	Ralf Wolgate
William Crux	Robert Bowden
John Drurye	George Nokes
William Yonge	Jeames Newland
Thomas Kynge	Oliver Fowler
George Lane	

We do present John Sympson of Milton for a privie pycker

And att another court likewise there holden uppon Fryday the viijth day of Aprile 1586 before the Worshipfull Thomas Cæsar deputy of the said Sir Edward Hoby was by another Jury herunder named presented as followethe

The names of the Jury

William Bowrne	Richard Bomer
Thomas Pullen	Richard Wood
John Morecrofte	Henry Hurton
Zachie Sweatman	William Marshall
William Crux, Junior	John Bennett
John Heake	William Miles
John Bennett	William Lawrence
Thomas Troutes	Simon Pett
Reginald Man	John White
Peter Troutes	

The said John Sympson went downe in a night as a privie picker and tooke certaine oysters of John Adams layne without his love and his leave And there uppon he hathe agreed with John Addams for xij^s iiij^d Whereuppon wee do present John Adams as accessarie to the pickerye

CHR. MAN

PIPPIN c. AUSTROPPE.

A.D. 1596 File 54, No. 4. Recognisance (copy) entered into by the owners of the 'Anne Fortune' to whom letters of reprisal had been granted. See *ibid.* No. 6, libel thereon by one whose goods had been spoiled by the 'Anne Fortune.'

Die ' Lune vicesimo tercio videlicet die mensis Maii anno domini quingentesimo octuagesimo sexto regnique serenissime domine nostre Elizabethæ dei gracia Angliæ Frauncie et Hiberniæ regine fidei defensoris etc. anno vicessimo octavo coram venerabili viro magistro Julio Cesare legum doctore supreme curiæ Admirallitatis Angliæ locumtenente generali iudice et preside in edibus suis vico dicto Lothelary civitatis Londoniæ notorio situatis presente me Willielmo Harewarde notario publico comparuerunt personaliter Richardus Arnolde Adrianus Austroppe Johannes Stower et Georgius Bassett civitatis Londoniæ mercatores ac recognoverunt se debere prenobili et honorando viro Carolo domino Howard Baroni de Effingham preclari ordinis garterii militi magno Admirallo Angliæ moderno summam bis mille librarum legalis monete Angliæ solvendam eidem Carolo domino Howard primo die mensis Junii proximi Et nisi etc.

The condicion of this recognizaunce is suche that where the above bounden Richard Arnolde Adrian Austroppe John Stower and George Bassett of London merchaunts are by virtue of commission of reprisall obtayned from the abovesayd Lord Admirall authorized to sett furthe unto the seas one shippe called the Anne Fortune of the porte of London wherof goethe master John Man withe men ordenaunce ordenaunce (*sic*) and vituall sufficiente for the same service together withe a pinnas wherof Raffe Larkinge goethe master for thapprehendinge and takinge of whate soever the shippes goodes and merchandizes belonginge to the kinge of Spayne or any of his subjectes as by the tenor of the said commission more att lardge appeareth Yf therefore the said Raffe Larkinge and John Man withe theire sayde shippe and pinnas and companie in them after their departure to sea withe

¹ (Translation) On Monday the 23rd day of the month of May in the year of the Lord 1596 and the twenty-eighth year of our most serene lady Elizabeth by the grace of God queen of England France and Ireland before the venerable master Julius Caesar doctor of laws lieutenant general judge and president of the high court of Admiralty of England at his house situated in the street of the city of London called Lothbury in the presence of me William Harewarde, notary public, appeared

personally Richard Arnolde Adrian Austroppe John Stower and George Bassett merchants of the city of London and acknowledged that they owe to the abovesaid most noble and honourable Charles lord Howard baron of Effingham knight of the most illustrious order of the Garter, high Admiral of England that now is, the sum of £2000 of lawful English money to be paid to the same Charles Lord Howard on the first day of the month of June next, and if not, etc.

all possible spede doe repayre unto the quoaste of Spayn or to the Islandes or suche other remote places where the Spaniardes or Portingalles doo most use theire traffique and not take any vessell that shall not belonge to a Spaniarde or Portingall or that shall not have Spaniardes or Portingalles goodes in them or attempte any thinge agayneste any of her Majesties loveinge subjectes or the subjectes of any other prince or potentate being in good leauge and amity withe her majesty but only agayneste the subjectes of the said kinge of Spayn And doe bringe or cause to be broughte all suche shippes goodes merchaundizes money jewells pretiouse stones ordenaunce bulleyn and other thinges as they or any of them with the sayd shippe and pinnas shall take and apprehende att the seas of the kinge of Spayne or any of his subjectes to some porte of this realme of Englande as shalbe most conveniente for them And doe not breake bulke before the Viceadmirall of the same or his deputy and other publique officers of the same porte be made acquainted therewith And allsoe uppon theire said arrivall doe cause a juste trewe and perfecte inventory of the shippes and goodes soe apprehended to be taken and a trewe preysmente therof to be mayde by some sixe honeste men inhabitantes of the same porte and doe retourne the said inventory and appraysmente unto the sayde highe courte of thadmiralty within sixe weekes thene nexte after ensueinge And allsoe doe answere and paye or cause to be answered and payde in the said highe courte of Thadmiralty to thuse of the said Lorde Admirall the full tenthe parte of all suche shippes goodes moneyes and merchaundizes as the said shippe and pinnas or any the company therof shall take by virtue of the said commissiou att the tyme of the exhibitinge of the said inventory and appraysmente as a forsayd that then this presente Recognizaunce to be voide and of noe force or else to remayne in full power and virtue

per me Adrian Awsthorpp

per me John Stower

per me George Bassette

Recognitum coram me Julio Cesare domino judice die et anno
suprascriptis

Jul. Cesar

Exhibitum die Lune 10 mensis octobris 1586 per me notarium
publicum infrascriptum servientem Registrarii predicti

Rich. Easgate, notarius publicus

Concordat cum originali Willielmus
Hareward

Notarial
Mark.

IN RE SOMERS AND BUCKLEY.

A.D. 1588 File 59, No. 163. Joint capture of Spanish ships; award of Lord Howard of Effingham and others as arbitrators; File 58, No. 225, libel. A prohibition is stated to have issued in Somers c. Morecombe, File 60, Nos. 58, 106, 114, a suit for detinue of some of the goods here awarded; see Petyt MSS. Inner Temple, 518, referring to Com. Roll Hil. 38 Eliz. rot. 718—a roll too dilapidated to be produced.

Where there is two Spanishe shipps lately taken at the seas the one beinge the Admirall taken by a shippe whereof George Somers was master and a pinnace that was in consort with him; ¹ the other shippe taken by the said George, his consorte, and two other shipps, the one called the Swiftsure of Chichester the other a barcke of Barstable whereof Charles Buckley was captaine; Forasmuch as that I the Lord Admirall with Mr Secretary the Judge of the Admiralty, Sir John Hawkins Knight (and others of experience which we have called unto us) have hard at lardge what Captaine Buckley on the one part and Captaine George Somers on the other could saye and declare touchinge the takinge of those shipps: After deliberate hearing of both parties do with the consent of the sayd parties order and decree as followeth, videlicet: That the first shippe taken called the Admirall shall together with her ladinge be devided into fyve partes whereof fower partes of the sayd fyve to be delivered to the sayd Somers his consorte and companyes; And thother fifthe part to be delivered to the sayd Buckley his consorte and companyes: And that the sayd seconde shippe taken called the Viceadmirall shalbe devided into fyve partes also whereof George Somers his consorte and companyes shall have three partes, and thother two partes shalbe delivered to Charles Buckley his consorte and companyes. And the money bullion plate and jewells in both shipps found shall remayne and be as already it is devided without further question or clayme to be made thereunto by either of the sayd parties or any of their consortes: In witness whereof I the sayd Lord Admirall and the rest have hereunto sett our handes the xxjth daye of November in the yere of our Lord God 1589 and in the xxxijth yere of the raigne of our Sovereigne Lady Elizabeth by the grace of God Queene of England Fraunce and Ireland Defender of the Fayth etc.

Howard

Jul: Cæsar

Fra. Walsingham

John Hawkins

Wills. Hareward, Registrar

¹ Stops, as in the original.

POLICIES OF INSURANCE.¹

CAVALCHANT c. MAYNARD.

A.D. 1548

File 18, Nos. 181-182. Policy of assurance in Italian, with subscriptions in English. There was a suit upon this policy; the libel is File 18, No. 182. The policy was admitted, and also the loss; but the suit was defended (*ib.* No. 111), upon the ground, 'That yf any of the goods so assured shulde within the tyme of assurance of the same happen to fall to any wrack and mischaunse and yet sume parte of the same happen to be savyd that parte or porcion of the sayed goods wares and merchandises which shulde be so saved and rescued shulde and oughte to be devyded equallye betwene thassurers of the same rateably accordinge to every assurers proporcion or at the leastwyse accountyde for and by summe meance certified unto the assurers before any assurance can be demanded of them beinge not bounde by the nature and condicion of the contracte of assurance but only for that parte or porcion that ys specified.'

† Al nome di yddio a di (?) xxvj di Novembe 1548.

Tonmaso Cavalcanti e Giovanni Girale e compagnia (?) di Londra si fano assicurare per ordine e conto di Paulo Cicini di Messina o chi altri si fussi sopra la nave² nominata Santa Maria di Porto Salvo patrone Mattulino de Mariny o come meglio fussi nominata o padroneggiata sopra pezze 100 di carse e fresi o che altra mercanzia si fussi carice o per (?) caricarsi in Antona sino che sieno arrivate a Messina e discarice in terra a buono salvamento e sono contenti li assecuratori che questa scritta abbia tanta forza e rigore quanto la meglio che si sia maj fatta o si venisse (?) fare in questa strada Lonbarda di Londra secondo li ordini e costumi della quale casqueno che assigura come chi si faccia assicurare si contenta dessere obligato Che yddio mandi a salvamento la buona nave.

pd [?] I William Wood am content for to assure
25 so [?] as is afare namyd the fyrst de
December a° 1548 and God send all in
sayffty } 25^{ll}

The fyrste daye of December I Blase Saunders
12 · 10 · 0 per [?] Allexandre Elles do assuer uppon } xij^{ll} x^s
thys good shypp as above wrytten xij^{ll} x^s

¹ The following documents, collected from various Files, are inserted together, for convenience of reference.

² Written 'lanave'; some other words

are thus joined together. This and the following policy are written by an Italian hand; the subscriptions by an English.

16 · 13 · 4	We Thomas Castell and Thomas Chamber are content for syxteyn pounds thyrty shyllings and fowar penns yn maner above- sayd y ^e fyrst of Decembre a ^o 1548	xvj th xiiij th iiij th
· · · · [?]	I Wyllyam Meryycke ame content to bare the venttor off twelff powndes ten shellyngs as a bove wrytten the iij daye of Dessemer an ^o 1548	xij th x th
25	I W ^m Maynard am content to asseure upon this good shippe In maner and form above- said for the some of twenty fyve ponds Written the 4 daye December an ^o 1548	xxv th
12 · 10 · 0	I Thomas Laws am contend to asoure apon thes good shepe in maner and ffyrme above seyd y ^e 4 day off Desember	xij th x th
12 · 10	I Watyer [?] Portaer saure in the same good shepe the some of 12 - 10 - above sayd Wryet the 4 daye of Desember	xij th x th
12 · 10	I Edmond Askew am contentyd to sewer upon thys good schyp In maner and forme above sayd for the some [?] of twelfe pownds ten schelyngs the ij day Desember (?)	xij th x th
12 · 10	I John Dymocke am content to assure upon ; thys good shipe in manner and form above sayed for twellve pownds ten shyllinges	xij th x th

All the above subscriptions are struck out except that of the defendant Maynard. The following translation is annexed :—

In the name of God Amen the xxvjth daye of November 1548.

Thomas Cavalehant and John Gyalde and their company of London make themselves to be assured by the order and accompte of Paule Ciciny of Messena or of eny other what soever they be upon the ship called the Sancta Maria de Porto Salvo patron Matulyno de Maryny or how soo ever better she were called or patronysed upon a hundrethe peaces carseys and fryseys or eny other wares laden or to be laden in Hampton untill they be arryved in Messena and discharged on lande in good safty And the assurers be content that this wrytinge be of as moche forse and strength as the best that ever

was made or myghte be made in this Lombardstrete of London according to the order and customes whereof every oon that assureth as they that cause them to be assured or ¹ content to be bound And God sende the good shipp in sauffy.

BROKE c. MAYNARD.

A.D. 1547 File 27 (smallest bundle), No. 147. Policy of assurance. The defence to this suit, Broke c. Maynard, is *ibid.* No. 138. Part of the goods were salved, and Maynard resisted payment of any further sum than the £10, which he had already paid, upon the ground that he had had no notice of abandonment and had received no part of the salved goods; there is also an allegation of deviation. It appears that Broke was proceeded against for contempt for suing upon the policy in the city of London court; File 25, No. 84-88.

† In Londra 20 di Settembre 1547.

Giovan Broke si fa assicurare de Caliz sino a qui in suo nome o de chi altri si voglia sopra malvage o altro attenente a lui o a chi altri attenere potessino cariche per Richardo Kyng o per chi altri si voglia alla fraschea o in qualunque si voglia loco de lisola di Candia alla nave chiamata Santa Maria di Vinetia o come altrimenti fusse chiamata patrone Francesco Fidelj o come altrimenti fusse chiamato et per chi altri patroneggiata comincia il risico dal di et hora che la detta nave cō esse malvage o altro face vela nel porto o baia di Caliz et duri sino atanto che siano discariche in questa citta di Londra in terra a buono salvamento quanto al risico che correno li assicuratori sintede che la presente scritta habbi tanta forza quanto la meglio ch lata ² di sicurta che si usi fare in questa lombarda strada di Londra ³ per osservare quanto e detto si sotto scriverano da basso di loro man propria Dio la Salvi

25	[I] William Maynard mercer am content to assewyr uppon this good shippe in maner and forme above writtin ffor twenty and fyve pownds Writtin the xxij daye September 1547	}	xxv ¹¹
25	[I] Thomas Lodge am content to a sewre a pon thys good shype the som of twenty fyve pounds starlyng the xxij day of Septembre 1547 I say 25li.	} ⁴

¹ Sic.

² There is a hole in the document here.

³ There is here a hole in the paper.

⁴ The figures are not clear. The whole of this subscription of Lodge is crossed out.

Memorandum that I William Maynard have paid upon the assewrans off my xxv^{li} abovesayd to John Browke as a parte off payment of a more some so to be hit be so fownd and otherwise hit be not so moche found as the sayd x^{li} then he shall restorre [that] shalbe found lesser agayne Written the 24 March anno 1547

I Thomas Lodge have paide upon the assurance of my 25^{li} above saide to John Broke as a party payment of a more som so be yt so founde and other wyse hyt be not someche as the saide xiiij^{li} vij^{li} 8^d then to restore the rest agayne Wrytten the 24th Marche 1547

Payd more the 8 day of Februarij by me Richard Webb for the use of my master Thomas Lodge in full payment of this sorance a bove sayd vij^{li} xviii^{li} iiiij^d so was there saved of the sayd assirance for his parte iij^{li} xv^d

The following contemporary translation (dilapidated) is File 27, smallest bundle, No. 199.

[John Broke causes himself to be assured from Cadiz] unto this towne in his owne name or of [whomsoever other upon Malvasias] or any other thinge attayninge to him [or to whomsoever other] they mighte attayne laden by Richard [Kyng or by whomsoever] other in the haven of Fraschea or in [any other place in] the islande of Candia in the shippe [called the Santa Maria] of Venice, or how so otherwise it mighte [be called governor of] it Francis Fidely or how he might be [otherwise called] and by whome els it might be governed, [the adventure] beginnethe from the daye and howre that the saide [ship with] the saide Malvasias or anny other thinge sett up [sail] in the porte or haven of Cadiz, and that it may dure untill the tyme that they be discharged or unladen in this citty of London on lande, at good safty. As for the aventure that the assurers shall stande at, it is to be understoode that this preasente writinge hathe as muche forse as the beste made or dicted byll of surance which is used to be made in this Lombarde Streete of London And to observe as muche as is aforesaide the assurers shall subscribe undernethe with there owne hande

The policy in the case of the 'St. Mary,' File 85, No. 135, dated December 16, 1557, is similar in form, but contains the following clause:—

. . . Understanding that the same shipp in followinge her viage may go and remaine in such port and havens being in her way or owt of her way as the said master shall thinke good and specially into Drogheda or other port of Irland.

The first two subscriptions to this policy are in Italian, as follows:—

Io Nicholo Dinale asiquro per la soma di ¹ venti monetta Inglell questo di xvj di Decembre 1557 Idio la salvi

Io Gabrielo Galvani asiquro per la soma di ¹ viij liri moneta diglitterra questo di xvj di Decembre 1557 In Londra E (?) Idio la salvi

The other subscriptions are in English.

DE SALIZAR (or SALAZAR) c. BLACKMAN.

.D. 1555 File 29, No. 45. Policy of assurance; the libel, *ibidem*, contains an allegation that the assurers are liable if they do not within two years, or one year, of the ship sailing certify or bring to the knowledge of the assured the goods assured.

In London the fyvthe of August 1555

. . . Spanyard dwellinge in London dothe cause . . . to be assured in the name of Anthony de [Salizar of] Andwerp from any porte of the Isles of Indea of Calicut unto Lixborne in the ship called Sancta Crux whereof was capytayn and master Fernando and Peter de Lovona [?] upon all kinde of merchaundies whiche shall be laden in the same ship by the handes of Diego de Frias or Anthony Ferrera or other for them apperteynenge to Anthony de Salizar and Ventura de Fryas or to whom soever they shall appertayn The adventure begeth the from the ower that the said merchaundies or parte thereof shall begin to be laded in the said shippe untill the sayd shipp shall be arryved savely in Lixborn, And we bynde us to bere the adventure of the said merchaundies and the costes of the assurances And we will that he shall not be bounde to bringe any billes of ladinge but onely the chardge of his othe And so we are contented to bear this adventure And we will that this assurans shall be so stronge and good as the most ample writinge of assurans whiche is used to be maid in the strete of London or in the burse of Andwerp or in any other forme that shulde have more force And yf godes will

¹ A symbol follows like a 'ij' or 'y,' which, I am told, often precedes a sum of money.

be that the said shippe shall not well procede we promys to remyt yt to honest merchaunts and not to go to the lawe maid as aforesaid

I Lewes de Paz am contented to bere the adventure in this assurance for the some of Cⁱⁱ money of England . . . Cⁱⁱ

(In all 22 subscriptions, for sums varying from £100 to £10. The above and most of the others are crossed out. That of Blackman, one of the defendants in De Salizar v. Blackman, is as follows:)

We John Blackman and John Watkins ar content)
to assure in maner and forme abovesaid the vjth . xivth
of August 1555)

BRASCHETT v. SMITHE.

A.D. 1660 File 80, No. 151. Policy of assurance; libel, *ibid.* No. 152. Cf. File 80, Nos. 288, 121, similar policies.

In London the sixte day of December 1557

Antony Brasshet by the order and comission of Frances Brashet his brother causethe to be assured from Velis Maligo to Antwerp uppon reasons or any other merchandize apperteinyng to the saide Fraunces or to whosoever that appertaineth laden or to be laden in the saide porte of Velis Maliga by eny what soever in the ship named the Ele or by what soever other name he be called Patron Antony Cerasa James or by whatsoever other name he be called or whosoever ells is master And he dothe likewise cause to be assured as is before declared from the saide porte or rode of Velis Maliga or any place there nyghe unto the port of Antwerp aforesaide Upon the body apparrell and freight of the shipe named and patronized as is before mencioned to the saide Frances appertayning in all or in parte or to whomesoever it dothe appertayne The adventure to begin from the day and howre that the same merchandize named or any other not named were or shalbe laden in the same shipe and that the same hathe or shall have made sayle from the saide porte or rode of Velis Maliga or any place there abowtes to followe her viyage and contynuethe untill such tyme as she shalbe arryved in the river of Antwerp in the place of her discharge and shall there have surged by the space of xxiiij howres continuall And that the same merchaundizes shall be discharged in the saide port of Antwerp on lande in good savetie Understandinge that this present writinge have as much force as the most strongest writinge of assurance which is used to be made in this Lombarde Strete of London And for the observacion of the premises the

assurers shall hereunder subscribe with their proper hands God
preserve her

We George Smithe and Company are contente for
the some of xxv^{li} Halfe of the shipe and halfe of } xxv^{li}
the goodes the xvth of December ¹

*With nine other subscriptions, viz^t, Donato de Sagnani and Company
£33 6s. 8d.; John Gresham £25; Gabriell Galvani £17 10s.; Thomas
Chamber £15; Robarte Wetts and Robart Dove £20; Edmounde
Hoggan £25; Thomas Castell £15; Richarde Whethill and Robart
Andrewe £15; Roger Lightfoote and John Robyns £25.*

RAVENS c. HOPTON.

D. 1558 File 81, No. 152. The following is the (copy) policy sued upon in the
above suit, see *infra*, p. 120.

Witnesseth this presente byll that I George Hopton cytyzene and
draper of London do knowledge me to have assewryd and takene one
me the adventure of fyfthe poundes of money of England apon suche
goodes and merchaundyze as John Ravens cytyzen and grocere of
London hathe ladene in the Marye Rose of London where in ys
master John Cowper The which adventure I do take one me from the
tyme and owre that the said shyppe departed owte of the port of
Saynt Lucare de Barametha tyll suche tyme as yt be dyscharged and
laid a lande at London And do beare all manere of casoltes and
mesventores that may happen upone the same accordinge to the
ordere of the poteses of Lumbard Strete yf any myshape do chaunce
to pay the same accordinge to the order of the poteses maid in the
said Lumbard Strete and for the same do bynde myselfe and my
goodes In wytnes of trothe I have made this with my owne hande
and have setto my name in the towne of Bilbo in Spayne Givene the
fyrste day of February anno 1558

Per me

GEORGE HOPTON

I say the adventure to begyne from the tyme the said merchaundyse
was laden aboode the sayde shyppe in the port of Saynt Lucar de
Barametha tyll suche tyme yt be laid a lande as above said

Per me

GEORGE HOPTON

¹ In the margin : 'Non solvitur.'

RIDOLPHYE c. NUNEZ.

A.D. 1562 File 35, No. 283. The following is the policy sued upon in the above suit ; see *infra*, p. 132.

Assecurar. Jesus. The xij off Marche 1562 . . .

Robert Ridolphye and company doe assiure as well for their accompte as for any other who so ever yt be ffrom ligorne to Cayles upon bodie apparreling and freight of the shippe named St John Baptist master Erasmus Kidball Inglysheman or by what other master she weare governed And beginnith the venture that the assurers upon them take from the daye and howre that the sayed shippe were parted or should parte from the sayed place of ligorne and so to contynew untill she be arryved in the sayed place of Cailes in good saffetie Binding themselves the assurers that heare under shall subscrybe to all the ventures and chaunces that may contayne in the best bill of assuraunce that is used or may be made in this Lombarde Streate in London Moreover being content the sayd assurers that alwayes that anything should chaunce butt good unto her wheare upon myght growe any difference to stande to the judgement of merchaunts indifferently chosen withoute goyng to any other lawe geving to this writyng the selfe strenght and vertue as yf it were made be a publike notarye In witnes wheareof so to be contented they shall subscrybe this That God send her in good saffetie

We Robert Ridolfye etc. doe assure as above is contayned
100 for the som of a houndreth poundes of lawful mony
of England the xij of March 1562 in London

(With six other underwriters for sums of from £20 to £66)

Allegation of custom as to insurances effected by agents ; File 35, No. 46.

The use and custome of makynge bylls of assuraunce in the place comonly called Lombard Strete of London and likewyse in the Burse of Antwerpe is and tyme out of mynde hath byn emongst merchants usinge and frequentinge the sayde severall places and assuraunces used and observed that the partie in whose name the bill of assuraunce is made ys not bounde to specifye in the same whether the goods assured are for his owne or for any other man's accompte but that he maye cause goodes to be assured under his name which shalbe or maye be for thaccompte of whatsoever person as he shall thinke good withoute speciifieng the same in anye other wyse than yt is and hathe byn comenly used in the sayd bills in this manner

followinge viz A B causethe hym selfe to be assured from L to M upon gooddesapperteyninge to him or to whatsoever other personne they doo perteyne etc. And yf any mysfortune chauncethe to the same gooddes in such sort assuryd the sayde partie in whose name the byll of assuraunce ys made maye demande and oughte to recover them againste the assurers by vertue of the sayd custome as his owne propre gooddes although they perteyne to some other And such bills of assurance so made have beene by all the said tyme and be of as good force and strengthe and do bynd thassurers as well as yf the same were autentique by a notarie publique And further he doothe alledge that commonly merchaunts by all the tyme above declared have and doo cause ther gooddes to be assured from porte to porte by ther factors and other ther frends havinge noo interest or propertie in the gooddes assured and yet thassuraunce goodd and thassurers bounde tanswere the losse of such gooddes yf any happen

WHYTE c. BESSWICKE.

A.D. 1563 File 97, No. 74. Suit upon a policy of insurance. The policy.

Jesus. In London the xxij^d daye of November anno 1563

Master John Whyte Lorde Maior of London cawssithe this bill of assewrauns to be made appartaign the same to whome so evar upon ffrewte ressouns and anye other marchaundiz whatt so evar ladon or to be ladon in the porte haven roode baye or place of Vellis Malaga or Malaga or baye of Cadiz in Spaigne by John Wallope or by anye other parsonnes or parsonne under whatt name so evar for the afore saide master John Whyte in and upon the good shyppe namyde the Jaymes of Ypswyche master under God John Wylles or howe the saide shype and master bee namyde The adventure to begynne at the hower the saide ffrewte ressounes and or¹ marchandiz is was or shalbe laden in fforme afore mencyoned And the same adventure stille to contynewe and yndewer untill the same ffrewte ressouns and marchaundiz and every parte and parcell of the same be all layde alande in good salvety withe in the cytye of London Be itt understaund as well whether yt be by boote barcke lighter or otherwise owt of the saide shyppe Be itt further understaund thatt the marchauntes whiche her under have wryttonne do by this preasenns warrauncett and assewer the afore namyde ffrewtt ressouns and marchaundiz and every parte and parcell of the same dewringe the tyme and tymes aforesaid

¹ Sic

from the dawnger of the see ffrom ffyer and water men of warr hennemys cosaryes pyrates thyves lettars of marte baratrye of master and maryners jettesonns retaignementt by kyng or prynee or by any by theyr aucthorety or by anye other persone or persones whom so ever and ffrom all other parrelles and dawngers whatt so ever And if any mannor of mysse chawnce or mysse happe doe happon or come unto the above namyde ffrewt resouns and marchaundiz or to anye parte or parcell of the same dewring the tyme and tymes afore mentioned thatt then the marchaunttes whiche her under have wrytton doe by theis preasenns bynde them seelves and every of them and theyr executors (the some and somes whiche eyche man have wrytton her under) the same to paye (every man the some and somes whiche her under he hathe wrytton) unto the above namyd master John Whyte his executors administrattors or assigners in mannor and fforme as in like case is accustomed to be donne in the burse cawllide Lombard Stryett in London And ffurther they ar contenttlyde that this bill to all yntenntes be takon to be of as munche fforce and effect as in like case is the beste bill whiche as towchinge assewrauns ys accustomed to be donne in this burse cawllide Lombard Stryett in London aforsaide And as God wyll so be ytt

I William Besswyk am content [?] to beare
adventure in maner as before said which
God preserve the some of twelve poundes
ten shillynges 25 day of November 1563

12 · 10

xij" x'

(following other underwriters for £28 6s. 8d. and smaller sums)

DE MOUCHERON c. SADLER.

A.D. 1666 File 39, No. 20. Contemporary translation of a French policy of insurance; see File 39, No 21, the libel. The 'Dragon,' the 'Lizard,' and the 'Esperance' sailed upon a trading voyage from Havre to Central America. In the Sagres river the 'Lizard' and the 'Esperance' were attacked by the King of Portugal's fleet and destroyed. The 'Dragon' returned, and was damaged by collision at Havre. The value of the three ships and their cargoes was £4,998, the damage to the 'Dragon' was £147 10s. and to her cargo £40. Pavyot c. Benyson ib. No. 19 is a similar suit upon a policy (ib. No. 18), upon goods in the same ships; and Fanneau c. Bennison, ib. No. 17, is a suit upon a policy (ib. No. 16), upon the 'Greyhound,' another ship lost in the same expedition, and upon her cargo. See also File 46, Nos. 137, 138, 315, 320, De Moucheron (or Musheron) c. Colclough, a suit upon a similar policy upon goods in the same ships.

Translated owte of Frensshe.

We subsigned assureurs acknowledge and confesse to have assured and doo assure to Pieter de Moucheron marchaunt and borgess of Andtwarpe after the use of this strette of London and of the bursshe of Anttwarpe the somes of poundes sterling whiche every one of us shall subscribe from Rouen and Haven of Grace unto the cost of Guinee the coste of Minnes and Goodmennen Brasil Santo Dommengo Newe Spayne or others places ther abowte and retourne to the sayd Haven of Grace Honnefleur and Rouen and other ports in the revere of Seine Upon soche part and portions as the said Moucheron or his freunds of what qualite nation or condition that they be have in the corps and apparell munition vitelling and artillerie of tow shippes and one barke whereof the first is named the Dragon of the burden of 150 ton the other of fifty ton named the Lezarde and the barke of 30 ton or there abowte where of is master and conducteur Jan Bon Temps of the same Haven of Grace or others whiche might be masters and conducteurs for him Item upon the part and portion of the said Moucheron in the qualitie aforsaid of the marchaundises alrede loden or to be lode in the said shippes and barke as it shall appere by the certepartie and cognoissement here upon maden And the said assuraunce shall beginne from the first day and howre that the marchandises shall be owte of the pouoir waerhowse or celler of the same that shall haven commission to loden the same in the said shippes by bootes lieters or other ways as hy shall finde most expedient untill that the said shippes wyth the said merchandise shall be arrived in one or in all the said costes of Guinee Mynnes and Goodmanne Brasill Saint Domingo Newe Spayne or other places there abowte fytted for the trafficke of the said Bon Temps During whyche trafficke he maye bringe his marchaundise a lannde with boates lighters and barckes and to bringe other againe to the said shippes enduring and so long that they shall have made and accomplished there trafficke and that after the said shippes shall be retourned to the said Haven of Grace Honnefleur and Rouan and other portes of the ryvere of Seine the marchaundise unladen a lande in good savetie and delivered well conditioned in the hanndes of the same whiche shall have commission to received them wythowte anye losse or domage And we be contentted that the said Moucheron cause to be assured aswel of the principall as all the coste and expenses whiche hy shall dowe for the said marchaundises with the coste of this assuraunce wherein shall tack part aswell the first assureurs as the laste every one sheling

to pounce. Item yf by any disturbing or inconvenient during the said viage affor or after the said marchandise shall be laden in the said shippes they maye not macken and seyv there voyage undertake wy doo consent that the marchaundise shall be lode agayne in one or many other shippes without be bounde to aske us leve or permission and in suce cas we shall remayne assurers as it is above said and we shall paye that the fraght shall coste mor then in the oder above said shippes. During which viage the said Bon Temps with his tow shippes and barke maie sayle forward backward to the right and to the left enter in all portes and havens make any entring forcibly or willingly that him shall like to be expedient for the said trafficke that if by fortune of the sea of fyre of winde of arrest of kinges princes or lords robberyes or spuyling of frendes enemyes or of pyrates letters of mareque and contremareque wickdnes unjustness or folly of the said master and maryners. And generally yf by any other inconvenient thought or not thought there chaunched losse or dommaige to the said shippes and merchaundyses in all or in part We the said assurers sette ourselves in the place of the said Demoucheron for to save and waraunte him of all losses and damages in wat manner that they might chaunce. And we gyve to him or to his committed in soche cas ample powar to helpe and gyve order for to save them said shippes and marchandise or part of the same to sell and distribute tem^t yf ned be aswell to our prouffytte as dommaige withoute asking us leave or licence. And we shall paye all charges averedge and expenses whiche shall beren at the sewte and saving of them said shippes and merchaundises be yt that there be anything recovered or not. Of whiche expenses shall be credyted he that shall have done them upon his simpel oathe without to be bounde to other prooffe or certification. And in case nothing can be save of them said shippes and marchaundises (which god forfede.) We the said assurers doo promyse by this and bind us to paye to the said Demoucheron or to the bringer hereof all that whiche every one of us shall have subsigned and more over all the charges and expenses that shalbe done towoo moanethes after the truethe be knowen of the chaunching of the said entier losse or dammage everye one shilling to pounce. We dow also confesse to be paid in ready money of the cost of this assurance by the handdes of Jaques Fichet after the rate off . . . for the hounderth. Promysing not for to helpe us with any order made or to be made agaynst the tenor of this present Police of Assurance whiche we maintayne of so greate force and effect as if the

Sic, mistake for 'them.'

same had ben made and past before Schepens and publyke notaryes
Whiche thinges so for to observe and accomplishe we oblige our
bodyes movabyll goodes and heritage present and to come as well on
this syde as on the other syde of the sea our heires enheritours
successours and executours Don at London the 8^e day of Janevary
1565

I Roger Sadlar am content to assure in maner
50 · 0 · 0 and forme as a fforsyd the viij day January 1^u
1565 ffor the some of ffyfty pounds I saye

[Thirty-seven underwriters subscribe sums ranging from £4 8s. 4d. to
£50, amounting in all to £1,274 18s. 4d.]

DUTCH POLICY (*Translation*).

1638 The following translation of a Dutch policy of the year 1638 is in
'Admiralty Court Miscellaneous, Bundle 249'; the Dutch original accom-
panies it. The body of the original document is in print, the part here
printed in italics is in writing.

Wee the insurors hereunder written doe promise and bynde our
selves to insure and allso doe insure unto you *Arent Van Haesdonck*
for the account of John Vanden Ende att Naples that is to saye each
one of us the somme by us hereunder specified *from Bary in Poolie to*
Amsterdam in Holland wheresoever and in all places to sayle to returne
sayle lie or tarrie unlade lade abide or departe or otherwise all according
to the pleasure of the shippers or assignes either with or without the
knowledge of the Insurers And that on annis seede and other marchan-
dises none excepted and by what name or howsoever they may be called
free or unfree lost or not lost according to whatsoever order of Insurance
as yf the same were herein mentioned belonging unto John Vanden Ende
att Naples laden or to be laden in the shippe which God preserve called
the Love whereof is maister John Pieterston Moylieves or any body ells
which shall goe maister thereof free or unfree personnes the bills of
lading made according to this polisie or that there be none made soe and
in such case of losse or damage (which God forbid) itt shall not be any lett
or prejudice to this Insurance And wee the said Insurors are allso con-
tent that this partie insured hereupon may cause himselfe to be fully
insured of all without being bound to runne or beare the tenne in
the hundred or any other adventure concerning the same notwith-
standing that the orders of insurance doe saye otherwise for that wee
doe freely take upon us att our charge and danger all damage mis-

fortunes knowne or unknowne or unthought on although it were so that the same should happen through default or neglect of the maister or his shippes companie which may any wise happen to the said annis seede and other marchandises Wee putt ourselves moreover in and through all things in the place of you John Vanden Ende att Naples to the ende to free you hereof and fully in all things without any exception to keepe or save you harmlesse upon good and bad newes beginning this adventure from the first hower that these aforesaid goods begin to be laden at Bary and shall continue to the last hower that all the same shalbe safely in good order and without any damage delivered well on land att Amsterdam in Holland Which adventure wee beare and take upon us from the daye and hower that the said marchandises shalbe laden or shipped to be carried in the said shippe or shippes and shalbe therein laden and shall continue untill such time that the same shippe shalbe come in the said haven of Amsterdam in Holland and the said marchandises shalbe discharged on land in good safety without any damage And wee are content that the said shippe or shippes in makeing the said voyage shall or may sayle forwards and backwards on the right side and on the left and in all manner of wise goe forwards or sayle or tarrie and cast ankor in such havens as the maister captaine or pilot of the said shippe shall thinke good In which said Insurance wee the Insurors doe beare all perills of the seas fire winde freinds and enemies letters of mart or countermart arrests and restraints of kings of princes of whatsoever lords Allso of changeing or otherwise of maisters shippers and generally of all other perills and fortunes which may any wise happen or which can be any wise thought on Wee putt our selves in and through all things in the place of you John Vanden Ende att Naples to the ende to free and save you harmolesse of and from all losse and damage which may happen And yf in case itt happen otherwise then well to the said marchandises or parte thereof (which God forbid) wee doe promise and bynde our selves to paye and satisfye the same unto you or unto the bearer hereof, namely all the losse and damage which you shall have suffered according to the somme by each one of us underwritten that is to saye as well the first of us as the last and that within two moneths first next coming after that due notice and intimation shalbe made unto us of the losse or damage which shall happen on this insurance And in such case wee doe every one of us give power and authoritie unto you the said John Vanden Ende att Naples or unto your deputies or assignes to the ende aswell for our damage as profit to use meanes for the saving and benefitting of the said marchandises And wee doe promise in all

cases (or howsoever itt happen) to paye the costs and charges made in the said recouerie and benefitting of the said marchandises whether there be any thing thereof obtayned or not Giving beleefe and full faith and creditt unto the account and trust of the personne or personnes which shall have made the said costes and charges And doe acknowledge our selves paid for the price of this Insurance by the hands of Arnt van Haesdonck at the rate of seaven 7 in the hundred All in good faith without any fraud or guyle According to the forme and custom of the Exchange of Antwerpe whereunto wee doe submitt (or referre) our selves not being contrary to these presents Bynding thereunto all our goods Renouncing in good faith and as with our oath all exceptions and cavillations contrary to these presents This was thus donne *in Hamburrowe one thousand sixe hundred thirty and eight Renouncing for the effect aforesaid the Orders of Insurance made att Antwerpe and all other Orders (or ordinances) statutes and proclamations contrary to this pollicie Yf any difference shall happen the parties are content to submitt themselves unto three indifferent marchants of this Exchange what they or any two of them shall award shalbe heald by the parties of as much force as yf the same were decreed by his imperiall supream court so that the parties shall not goe there-against neither use suite of lawe All in good faith without fraud or guyle the Premio is paid as aforesaid*

£200 *I Leonard van Langenberch am content with this assurance
which God keepe for two hundred flemish the first of
Maye 1638 In Hamburrowe*

(With 12 other underwriters ; notarial certificate.)

BILLS OF LADING.

A.D. 1649 File 18, No. 178. Translated from the French.

In Burdeaulx the xxvijth of November in the yere of our Lorde God a thousand fyve hundred fortye and nyne personally apperid Henry le Bran maister under God of the shipp called the White Angle of Hamburg in Almain who confessed to have had and receyved in the porte or havon of this present town and cittie of Burdeaux for M^r Naudyn Revell merchaunt of Roon in Normandye the nombre and quantetie of one hundreth and fyftie tonnes of wyne¹ full and ullagid, which wyne the sayede maister confessyth to have

¹ The stops in the originals of this and subsequent documents, being irregular and confusing, are omitted.

receyved for the sayede Naudyn Revell, the sayde Naudyn Revell beyng absent, howe be yt the same Petir Revell, his said factour, promysyng and acceptyng for hym Which sayde nombre of one hundreth and fyftie tonnes of wyne above specyfyed the sayde Henry le Bran promysyth to render at the porte of Myddelburgh in Zellande (God ayding and preserving hym from mysfortune) with the first good and convenable tyme at the fortune of the saide merchaunte Paying hym his freight and avaries due and accustomed after the use of the sea there, according as it is mencyoned by an other chartre partie made in the name of an other merchaunte And albeit the sayed Henry de Bran declareth howe he hath received the sayed nombre of wyne above mencyoned in the name of an other merchaunt besides the saide Naudyn Revell he confessyth and promyseth that the same wyne be and apperteyn to the saide Naudyn Revell and to none other And as is aforesaide dothe promys to delyver the same unto hym as above is sayed at the discharge thereof in the sayde port of Middelborough in Zellande and to redelyver the same to the sayed Naudyn Revell or to whome shalbe for hym Paying hym the freight and avaries as ys abovesayed although the chartre partie be made in the name of an other merchaunte And to performe this the sayde Henry le Bran doth submyt and bynde his persone and goodes and his sayed shipp freight and apparreill of the same And it is agreed that in case the sayed merchaundize should be loste or spoyled through the defaulte of the sayed maister of the shipp or the company of the same, the sayed maister shalbe bounde to make it good And likewise the sayed merchaunt dothe bynde the sayed merchaundize concerning the freight And to accomplishe this the sayed parties have submytted and do submytte them selfs to all the jurisdictions and rigors of all judges aswell on this side as beyonde the see And have renouneyd all custumes of townes and countrys and other renunciations by the which agaynsaye or do to the contrary And so they have promysed and sworn upon the holyc Evangelies of God with their handes Made and passid in the towne and cyttie of Burdeaux the daye moneth and yere abovesayed in the presence of Arnolde de Sargos and Guylliam de Gabasonelle dwellers in Burdeaux wytnesses herunto callid and requyrid

Facta fidei et diligenti collacione concordat : Predargue
presens translacio cum originale ; notarye royall

Christopher Dowe notarius publicus Londinensis

- .D. 1554** File 23, No. 65-66. The suit, Carre c. Desallez, was for freight, primage, and average. This is the earliest bill of lading in which the exception of casualties of the seas occurs. A contract of sale of 1554, File 22, No. 84, whereby Simon Van Tricht agrees to deliver 130 chauldrons of coals to William Page in London by the ship 'Joseph,' contains the following exception: 'Yf the sayde shypp peryshe not in the see by stress of foule wether fyre or other casualltie or be not taken by themperous enemyes the frenchmen.' A similar contract for sale and delivery of wine of 1554 contains the following exception: 'Tamen excepta fortuna maris ignis aque et inimicorum ita excepta dictus Paulus probans illud verum esse'; Paycocke c. Klyngenbarche, File 17, No. 92, sentence, *supra*, p. 12.

Hathe be laden by the grace of God in savite by me John Desallez merchaunt of London in a good crayer namyd the George of Legh beyng before the toune of Roan in Normandy of the bourthen of xxxv tonne or thereabouts of the which is master next under God for this present viage Thomas Karre for the accompt of the aforesaid merchant John Dezallez xv tonne ij ponchions of wyne and a barrell of apples all marked with this marke ¹ for to be consigned and well conditioned from this aforesaid toune of Roan unto the citie of London exceptid the casalties and dangers of the sea And I the aforesaid master doth promise for to deliver after the said arryvall unto the said merchaunt or to his factor or assigns the aforesaid xv ton and ij ponchions of wyne and the barrell of aples he or they paying me for my ffreight xx² for a tonne of good and lawfull money of England and average and primage accustomed In witness hereafter ² we the said parties have caused two billes of ladyng of one tenour for to be made the one to be accomplished and the other of no valew and have unto this presents set our handes enterchaungeable the yere and day here folowing The vij day of May anno domini 1554

per me John Desallez (*mark*)

- A.D. 1557** File 27, bundle, Trin. & Mich., No. 1. There is another bill of the same date signed by Denyse in which the exception is expressed, 'God preserving me and the ship ffrom the daungers and fortunes of the sey'; see also a similar bill of lading File 24, No. 17.

Je Corneilles Denyse maistre appres Dieu dung heux nomme Le Job du port de cinquante cinq thonneaux ou envyron confesse avoir receu dedans mon bord sur les kays de Rouen de Pierre du Flo marchand demourant audit lyeu pour et aux noms des Seigneurs Thomas Walkar et Richart Saltonstal cest assavoir trente six pieces des prunes six ballez canevez troyz demyes balles de pappier deux balles de fil et

¹ The mark is at the foot.

² Sic.

ung bouequaut amandes avecq ung baril et demy vergus et poires
 Le toute bien et deument conditoyne et marque de la marque cy
 dehors reste ungue demye balle de pappier marque de ceste marque
 (*the mark*) Touttes lesquelles marchandises je promautz mener et
 conduire du premyer Bon Temps convenable quil plaira a Dieu nous
 donner jusques sur les kays de Londres ou Envers ainsin que le
 temps nous pourra servir saouf les perilz et fortunes de la mer et
 icelles marchandises delyvrer au dessusdits Walkar¹ Saltonstal ou
 leurs commys avecq troys Vidymus de saufoconduict du Roy de France
 et du Roy despaigne en me payant pour mon frest joute laccord faict
 par eux en Envers et pour signe de verite ay faict troys congnoisse-
 ments dunque mesme teneur dont lung accomply les aultres de nulle
 vailleure faict soutz mon seing cy mys Le dixneufiesme jour de
 Febvryer mil cinq cens cinquante sept (*The mark of the goods is in
 the margin, and the mark of Denys at the foot.*)

Contemporary translation, *ibid.*

I Cornelys Denys master under god of one hoye named the Job
 of the burthen of lyth tonnes or there abouts doo confesse to have
 receyved aboard at the kayes of Roane of Peter de Flo merchaunte
 there residente for and in the names of Mr Thomas Walker and
 Richarde Saltonstall That is to saye xxxvj peces of prunes, sixe bales
 of canvas, thre demye bales of paper, two bales of threde, and one
 vessell of almandes together with one barrel and a half of vergus²
 and drye peares, all well and due lie condicioned marked with the marke
 in the margent³ there restethe one demye bale of paper marked with
 this marke [*the mark*]. All the whiche merchaundizes I promyse to cary
 and conducte with the first good wether convenient which yt shall please
 god to geve us juste unto the kayes of London or Antwerpe according
 as the wether may serve us excepte the perills and fortunes of the seas
 And the same merchandize to delyver to the foresaid Walker⁴
 Saltonstall or ther deputie together with thre vidimus of saufoconduyte
 of the kinge of Fraunce and of the kinge of Spaine paying me for my
 freight according to the agrementt made by them in Antwerpe And
 for testimony of truthe I have made thre conosciements of one like
 tenor the one accomplyshed the other to be utterly voyde and have
 hereunder made my sygne the xixth of February 1557

[*The sign*]

Extracta a lingua gallica in Anglicanam per me Thomam Wytton
 notarium publicum die 23^a Marcii 1557

¹ Et has fallen out.

² The mark is in the margin.

³ And has fallen out.

D. 1570 File 48, No. 164. The following is the bill of lading in Bodacar c. Block, *infra*, p. 146.

Ich Jan Janson Block van Amsterdam¹ scipper naest Godt van mynen scepe genaempt *De Samfson* als nu ter tydt gereet liggende in den Hauen van Lisbona, om metten ersten goeden vvindt, die Godt verlenen sal, tho seile te gaene naer *Antwerpen in brabant* Lyde mitz desseem vntfangen te hebben van u *Anders Steffer* (?) coopman die summe van *veihr hondertt Ducaten in Spanisheren realen* gepact in *two sacksken*, gemerkt met dyt buyten staende merck,² die vvelcke *reihr hondertt Ducaten* geloue te leueren (in dien my Godt behouden reyse vorleent) tot *antwerpen* voerscreuen, an den eersamen *Bonauentura Bodecker* off die last van hem hebben sal, omme voerts te leueren ende te consigneren, an den eersamen *Bonauentura Bodecker* Koopman vvonende tot *Antwerpen* mitz my betalende voer myn moyte ende arbeyt and . . . *halff per cento* ende omme het selffte alsoe te veldoene, ende te leueren (als voerscreuen ys) Soe verbinde ick my seluen, ende alle myn goet, ende myn voerscreuen schip met allen synen toebehorten. In oercondt der vvarrheit, soe hebbe ick hyr aff ondertekent *drei* cognoscimenten met mynen name, oft myn scryuent van mynent vvegen, all van eender inhoudt, die eene volldaen, dander van geender vverden gedaen In Lisbona, op den *viffthien* dach Decemb' anno 1570
Jan Janson Block

(Translated owte of Duche.)

I John Johnson Blocke of Amsterdame master under God of my shippe called the Sampson nowe lyinge redie in the haven Lisborne for to saile and take course with the first good winde that God shall sende to Antwarpe in Brabante doo acknowlidge by theis to have receaved of you Andrewe Stuer merchaunt the some of fowre houndreth duckets in Spanishe ryalls packed in twoo smale bagges marked with this owtestandinge marke whiche *iiij^c* duckettes I doo promise to delyver (yf God graunte me viage in saftie) to Andwarpe aforesaide unto the honest Bonaventura Bodecker or unto him that shall have his commission to be delyvered and consigned unto the honest Bonaventura Bodecker merchaunte dwellinge at Andwarpe payinge me for my paine and travell one and a halfe for the houndreth And for even so to accomlishe the same and to delyver as aforesaide I doo binde my selfe and all my goodes and my saide shippe with all his appurtenaunces. In witnis of the truethe I have made hereof three billes of ladinge

¹ The words in italics are in writing; the rest of the document is printed.

² The mark is in the margin.

subsigned with myne owne name or by my purser in my behalfe, all of one tenor thone accomplished the other to be of no value Done in Lisborne the fyftenth daie of December anno 1570 Subscribed Jan Janzon Blocke

Hæc translatio per me Mattheu de Quester notarium publicum Londini residentem regia auctoritate admissum et juratum debite cum suo vero originali collata substantialiter concordat

M. de Quester (*mark*) notarius publicus

The sentence for non-delivery of the goods comprised in the above bill of lading, File 48, No. 26, is set out below, p. 146.

CHARTER-PARTY—GENERAL AVERAGE CLAUSE.

A.D. 1562 File 84, No. 289. Charter-party of the 'Jesus' for a fishing voyage to Newfoundland. See also *ib.* Nos. 92, 272, 285; File 85, No. 208. Piracy by the ship. The charter party, dated 13th Ap. 1562, provides that the catch of fish shall be divided in three equal parts by lot between the owners, victuallers, and crew. The following provision as to general average contribution is added:

. . . . If it shall fortune the said shippe to be robbyd or spoyled (as god deffende it shuld) of anye maner goodes or merchandyzes belonginge to the said vitlers owners the master and his companye beinge laders in the said shippe or of anye maner of artillerye takelinge or abylyments whatsoever belongyng to the said shippe in the sea sallt or freshe goinge or comynge in ther viage that then all suche goodes and marchandyze artylyerye tackelinge or abylements so robbyd and spoyled taken and caryed awaye shalbe leyde and putt in a generall average solvendum per libras videlicet pounce for pounce lyke And of good adventures that shall happen or chaunce unto the said shippe goinge or comynge in ther said viage that then the said owners vitlers the master and his companye to have the said good adventures between them equallye devided in three severall partes one parte to the owners thother parte to the vitlers and the thirde parte to the master and his companye Towage sownage and petye lodemanshippe with all other accustomed averages to be at the costes of the said marchants and laders

CONTRACTS FOR SALE AND DELIVERY.

A.D. 1633 File 32, No. 28. Piquet c. Brandelyn. Translation of a French contract of sale and delivery of wines at Newcastle. Brandelyn purchases from Piquet of Dieppe wines to be carried by Brandelyn to Newcastle; Piquet

bearing the adventure from Bordeaux to Newcastle—'That is to wit the adventure of the sea Scottyshmen and Osterlings only'; Brandelyn bearing the risk of capture by Englishmen, and providing safe-conduct; File 88, Nos. 167, 166; the contract concludes as follows:

. . . . submytting to the jurisdiction and rigors of the courtes of the Lord Greate Senischall of Guynes and of the Provost Royall of Lombriere of Burdeux and of every of them and theare lyeutenants and especially to the keeper of the seale of the contracts made in the towne of Burdeux for the king our sovereigne lord And generally all and every other magistrates and judges secular renouncing the said partyes and eyther of them respectively to all lawes wrytten and not wrytten cannon or syvill speciall and generall and all customes and libertyes of townes and countres All other letters of grace respectes and other impetracions of favour impugnant to these presentes (*dated 9th May 1533 at Bordeaux*)

- 1563 File 84, No. 295. Howe c. Leech. Contract for sale and delivery of iron and oil to be brought by sea to Chester; provision as to casualties of the sea. The contract was sued upon at Chester; and proceedings for contempt of the Admiralty jurisdiction were taken against the plaintiff. The contract concludes as follows:

Provided allwaies and it is expresslie covenanted graunted and aggred be twene the said partis that if casualtie of see fire ennemies pirates in bargo or anye other myschaunce at anye tyme here after happen as god defende to the ship or vessell where in it shalbe proved that the saide gooddes is or shalbe ladien with owte fraude or guile that then uppon due and true proof in that be halff made by the said Thomas and John their executors factours or assignes thys present bargaine of the premisses and all boundes here uppon made and to be made shalbe utterlie voide and of none effecte this indenture or enny thinge there in especified to the contrarie not withe standinge In witnes

BILLS FOR MONEY LENT UPON ADVENTURE, BILLS OF EXCHANGE, PROMISSORY NOTES, AND INSTRUMENTS HYPOTHECATING SHIPS AND GOODS.

- 1538 File 6, bundle marked 'Interr.' No. 10. This is one of the documents in the case of Austen c. Castelyn, *supra*, Vol. i. p. 106. The original, *ibid.* No. 11, is in Spanish. The following document, *ibid.* No. 16, is the bill in favour of the plaintiff, Richard Austen.

Be it known to all men by this present wryting that I Jamys Castelyn of London capitayn of the shipe namyd Senct George being at

anchor in the ryver of the town of port Senet Mary do graunte and know-
 edge by this wryting that I oughte to gyve and paye for my self and
 in the name of William Castelyn my brother cytezyn of London owner
 and maister of the sayed shipe by vertue of the power that I have of his
 which he gave and grauntid unto me beffore Edwarte Barbare notary
 of London do graunte and knowledg by this writing that I oughte to
 gyve and paye to youe Thomas Perye merchante of England of London
 being in this cite of Cadiz whiche be present and for youe and in your
 name to William Adams of London or unto whom shalbe for hym
 that ys to saye an hundred ducketts of gold and in gold large and of
 waight which is xxv^{li} sterling money of England the which is by
 reason of the lendyng that ye have made me of the sayd C^o ducketts
 youe the sayd Thomas Perye unto me the sayd Jamys Castelyn for
 the furnyshyng provision and vyctuals and laist dispathe of the sayed
 shipe withoute the which she could not have been dispatched nor sette
 forthe this present viaige that I goe unto London with the sayed shipe
 lady with marchaundise of the which sayed hondred ducketts I
 knowledge me self content and payed at myn owne will And I do
 renounce that I may not saye nor laye for me self that is afor-said
 did not passe so and for this in especiall I do renounce the delays of
 the quarell of ij yeares which do sett the lawes in right and reason of
 the monye nat sene nor tolld nor receyvid nor payd the whiche sayed
 hondred ducketts do goe upon the adventure and assuraunce and
 perell off youe the sayed Thomas Perye upon the sayed shipe freight
 and apparell the sayed assuraunce during frome the daye and houre
 that the sayed shipe shall departt from this porte of Cadiz and cum
 unto the cite and ryver of London and there being cum and have caste
 the firste anker untill xiiij houres naturall complete then next after
 ensuyng and no more and withoute chaunging of viage and in case
 she shuld chaunge it and not folowe it I do bynd me and promesse
 to geve and paye youe theis ducketts in anye partt or plaice by and
 by that suche things shalbe perceyvid as if the viaige were complete
 and endid And the xiiij houres beyng paste the sayed assurauns
 dothe rone ageynst me the sayed Jamys Castelyn and my goodes the
 whiche sayed an hundred duckettes of this saied dett I promesse and
 bynde me to gyve and paye them unto yow in the saied cite of London
 frome the daye that the sayed shipe shalbe cum thither untill ten
 dayes fulfilld then next after ensuyng well and complete withoute
 any law upon payn of the double and so for to paye and fullfill it I
 bynd my person and goodes had and to be hade and the person and
 goodes of the sayed my brother and especially the sayed shipe her

fraight and apparell in especiall and for your more suertye I have geven youe for my soertye in this case William Parkar merchaunt of Yngland which is present and caryethe marchaundizes in the sayed shipe the whiche being present did accept the suertysshippe And I the saied William Parkar dothe bynd me that assone as the sayed shipe shalbe comon in saifte unto London the sayed Jamys Castelyn shall gyve and paye yow the sayed hondred ducketts within the sayed x days that he is bounde and if he so do nat nor fullfill nat by and by withoute any further delaye I promesse and bynd me to gyve and pay yow the saied C duckettes withoute any longer space well and complete withoute any law apou payen of the double and so to paye and fullfill it I do bynde my persone and goodes had and to be had and for the better performaunce and payment we the sayd Jamys Castelyn and William Parkar by this present wryting do praye dessyer and geve power complete and sufficientt unto all Justyces and Judges of whatsoever cities townes or villages where so ever or beffore whome this writing shalbe showid or sene and that conteynynd in it shalbe askid complete of Justice unto Jurrisdiccion of the which Judges and of every of them we do submytt our sellffes with our personys and goodes and do renounce our proper tytle and Jurrisdiccion and the lawe when we shall cum to suche Jurrysdiccion that withoute we being hard or callid to judgement they commaund us to be taken and do and commaunde to be done execucion on us and in the sayed our goodes and that they do sell them and to be solld openlye or otherwise and of the monye that shall cum of the valour of those goodes they to geve and paye full complymnt and payment to yowr contentacion of this said principall dett and the sayed payn off the double if in it they do fale and of all costes hurtes and damages that upon it shall cum unto yow as thoughe all that is abovesayed were a thing judgid and passid in lawe the demawunde and answeere and uppon it were geven sentence diffynatyve by us askyd and suffred and passid in thinges judgid And we do renounce the appellacion and supplicacion of what soever lawes excepcions and suraunces that they shall not sarve us Of the which we do graunt this present before the notarye poblyque or their maiestis and wytnesses here under wryttyn of the which we will that ther be geven unto yowe or one or ij or more copies of one tenour the one complete and payed thother to be of none effecte and we do fyrme it of our namys in the Regester of the sayed notarye publyque the same wryting made in the cite of Cadiz in thoffice of me the notarye publyque here under wryttyn Saturdaye the ixth daye of the monethe off Marche the yere of the byrthe of our

Saviour Jesus Cryste 1538 yeres Wytnesses which were present
 Dego Gonsalez notarye publique John Barera and Fraunces de Goe la
 citezys of Cadiz and Peter de Hortao

Jamys Castelyn William Parkar

A.D. 1538 File 6, bundle marked 'Interr.' No. 16; another document in Aucten
 c. Castelyn, *supra*.

In the porte Saynt Mary the 14 day of Marche aⁿ 1538.

By thys owr second byll of exchange I James Castyllyn captayne
 and Thomas Edwardes and Phyllype Barrenes of London marchantes
 of a good schype namyd the Jorge Doffylde in home ys master under
 god for this present vege Crystover Chargent the wyche good schype
 ys at thys pressent In the porte Saynt Mary in Andolazia dothe
 knowlyge owr selfys that we doo owe unto Rychard Awsten of Fode
 marchant fyfty and heyght powndes seventeen schelyngs and sixpens
 sterlyng of good and lauffull mony of Ynglond we say lvijⁱⁱ xvij^s and
 vj^d and ys for so myche redy mony resseyved In the forsayd porte
 Saynt Mary of hys servant John West for the be howffe and dyspache
 of the a foresayd namyd good schyp Y^e wyche lvijⁱⁱ xvij^s and vj^d to be
 payde in London unto the fore sayde Rychard Awsten or to hys
 assynys with then ten days after the saffe a ryvyng of y^e fore-sayd
 good schype in the ryver of Temes I say with then ten days after
 hyr ryght dyscharge in the sayde ryver or eny other place of hyr
 ryght dyscharge for the wyche payment well and trule to be complyd
 and payd I the forsayd Jamys Castyllyn dothe bynde the owner of y^e
 sayd schype Wyllyam Castyllyn marchant of London and the forsayde
 good schyp with all hyr a perrell and frett by vertu of a poure gevyng
 to me by y^e sayde owner Wyllyam Castyllyn and for more suerte and
 compliment of payment we the a foresayd Jamys Castyllyn Thomas
 Edwardes Phyllyp Barrenes do bynd us and ether of us in the boke
 ower exektors assynys with all ower goodes and for lake of payment
 y^e fore-sayde Rychard Awsten or his assynys for to take up the money
 by exchange and rechange a pone the costes and charges of y^e parties
 a fore namyd after the corse and use of marchantes In Wytnys wher
 of we the a fore namyd Jamys Castyllyn Thomas Edwardes Phyllype
 Barrenes have made ij bylls of one tenor the one to be complyde the
 other to stande ase voyde and have sett unto ower names and fyrmys
 the yere and day a bove wrytten and so god send the goode schype in

Written 'James castyllyn', and so the other names.

savytte a men to the fore sayd Rychard Awsten beerys the aventure of the fore sayde lvijⁱⁱ xvij^s and vj^d sterlyng unto hyr saffe a ryvyng ase ys a fore wrytten

per me Jamys Castlyn
per me Phyllype Barnyes
per me Thomas Edwardes

A.D. 1540 File 17, No. 70-69; *ibid.* No. 70 is a first decree against a ship of White's for non-acceptance of the bill.

Jhesus 1540 26 die Julij in London' cxviiiⁱⁱ xviii^s monete Flandrie currentis

Ad tempus solitum Anglice at usans solvetis pro hac prima presenti billa cambii D. Barnardo Calvalcanti libras centum et octodecim et solidos octodecim grossorum in moneta currenti pro valore recepto a Guidone Cavalcanti et ponetis in computo v . . . orum hic Subscripcio literarum cambii Meliadux Spinola

Superscripcio literarum hujusmodi D. Adriano de Brancho juniore in Antuerpia

(*In the margin*) Tenor literarum cambii ex Italico idiomate in Latinum translatarum

[*Translation :*

Jesus. 1540. 26th day of July in London. £118. 18s. of current Flemish money.

At usance for this first present bill of exchange pay to D. Barnard Calvalcanti one hundred and eighteen pounds eighteen shillings gross in current money for value received from Guido Cavalcanti and place [the same] to the account. . . . These letters of exchange are signed by Meliadux Spinola.

These letters of exchange are addressed to D. Adrian de Brancho the younger in Antwerp.

(*In the margin*) The tenor of letters of exchange translated into Latin from the Italian language.]

A.D. 1543 File 16, No. 125-126; see *supra*, p. 7.

Be it knowyn to all men be thys presents that I Alben Bynkys of Hull maryner do owe unto Malache Cogley of Kyngs Lenn xlⁱⁱ iij^s iiij^d to be payd to the same Malache or to hys certyn atturney hys heyres or executors at the ffeaste of the exaltacyon of the holy crosse nexte comynge after the date hereof to the wyche payment well and truly to be made I do hynde my my' [?] heyres and executors and my shyppe callyd the Margaret of Hull be this presentes In Wyttnes wheroff to

thys I have put my seale and subscrybed it with my marke Dat.
the xvj daye of Julij in xxxvth yere of kynge Henry the viijth

A D. 1549 File 18, No. 46-47.

I Raymon Troheta do knowledge to owe to M^r John de Serges
marchant of Bourdeux the somme of two hundrethe neyne crownes of
the sonne by reason of a bargayne of wyne whiche he made unto me
and delyveridde whereof I holde me contentidde, and promys to pay
hym the somme of two hundrethe nene crownes before the fyve of this
presentte month of December to him or to the bringar of this presentt
in Tholowes And in token of the trewithe I have written and seynidde
this presentt with myne owne proper handde in Bourdeux the xvjth
daye of December 1549

Raymon Troheta

For ij ix crownes of the sonne

A D. 1553 File 22, No. 82.

Laus deo 1553 ad primum [?] ¹ apriell in London.

Worshipfull brother John Van Tricht pray you to paye by this my
first bill of exchaunge by as farr as my second bill is not paid to the
worshipfull Nicholas Bell the some of xxx^{li} xv^s the valour he receavid
and putt it uppon my account And god be with you

per me Simound Van Tricht

A D. 1554 File 24, No. 63.

Jesus. In Cadiz the 14 of Decembar. 35th

Be yt knowne unto all men by this my present byll of exchang
that I Thomas Fowt master of the good shipe namyde the Pelycant of
Bremen dothe knowlyge my selfe to owe unto Harye Browne merchant
of London the some of therty fyve poundes of good and lawfull moneye
nowe beyng corraute in Ynglande And is so myche for one
hondrethe docats recevyd in Cadiz in the parts of Andorlaxia of the
sayd Harye Browne to paye for evarye Spanyse docate within xv dayes
after the safe aryvall of the aforsayd good shipe in the Ryvar of Teames
at London seven shylllyngs the afforesayd Harye Browne beryng the
adventar of the same And for that yt ys of a more truthe the sayd
Thomas Fowt dothe bynde me my eyres executors and assynes my
shipe with all my goodes wher so ever yt be founde other by se or bye
lande for the payment of the sayd 35th And for yt ys of a more truthe

¹ Or 'al di primo' (?); in the original 'ad p.'

I have mayd iij bylles of one tennor and setto my sygne and sele
Geven the daye and yere abovesayd

Thomas Votth (?)

Excepted the 23 of August anno 1554

Thomas Vootth (?) in London

(*Endorsed*) A bill of 100 ducats geven by exchange to Tomas Fowte
master the Pelycantt

D. 1553 File 25, No. 71-72.

The iij^d day of July anno 1553

Memorandum that I Wyllyam Pryse draper of London doe owe un
to hym Vander Spurt of Gent the sum of lxij^{li} xj^s x^d Flemysh money
corrant I say syxtie tow pondes xj^s x^d the one halfe to be payd to hym
or the lawfull brynger hereof the xv day of September and the rest to
be paid the vj day of Jennaru next comyng after the datte herof to the
whyche payment I the foresaid Wyllyam bynd me myne eyrs executors
or assynes and all my goods for me by thes presens Wytnesseth
herof I have madd this byll with my owne hand And sett to my seale
the day and yere a bove wrytten

By me Wyllyam Pryse draper of London ¹

(*Endorsed*) 1553. Paid on thys bill the 23 day of September 31. 5. 11

D. 1554 File 25, No. 85-86.

In the porte of Portingale the 26 daie of November

Sir yt maye plese yew to paie this my seconde bill of exchange
my fyrste and thirde beinge unpaid unto Harrye Wardon of Norwiche
groser or his assignnis at the sytte here of the some of tenne powndes
of lawfull monye of Ynglonde and ys for thirtye docates that your
sarvante Christover Candishe have recavide of the a fore namide Harrye
Wardon for the ewse and behove of the complishement of the ladinge
of your crayer calide the Christover of London wher in ys master
John Moris of Rattlyfe under god for this present voyage In witt-
nes of the trewth I your sarvante Christover Candishe hathe cawside
this bill to be made the daie and yere afore saide and hathe subscri-
bide my name as ys a fore saide

Christoffare Candyshe for and in the name of my master
William Browke comtrolare of the Queene shipes and more [?]
Mr Gonson tresarar

(*Endorsed*) To his worshipfull Mr W^m Browke or Mr Gownston
geve these.

¹ The subscription is written twice, once in a clerk's hand, and once in Pryce's.

A.D. 1557 File 29, No. 119. Libel, ib. No. 120.

Be yt knowne to all men by thys presentts that I John Jetter marrynar and master of a good shype called the **Mary Fortune** of London and Robart Pye pursser of the sayd shype be longyn and a partaynyn unto Olyffe Burre copersmythe do owe unto John Levytt merchaut for so moche redy money of hym resayved in Dansycke [for] the usse and be houffe of our sayd owner Olyffe Burre . . . d to the apparylyn and takelyn of thys hys [sayd] shype the some of fyfty pownds or the valew there of . . . corrant money of Yngland to be payd in London in . . . dayes after the syght of thys our byll by our sayd [own]er Olyffe Burre or hys executors or assigners to the worshypfull Wyllyam Peterson habardassher or [to hys] assignors for the wyche payment well and trewly [to] be payd we the be flore named John Jetter and [Robert] Pye master and pursser for and in the name of Olyffe [Burre] owner do bynd hym and all so thys hys shype [and all] hyr apparrell and takell and all other hys goods movabyll and unmovabyll whereso ever they maye be [found] and for the performance of the same and allso . . . s hys full debyttes and attorneyes in thys casse do bynde us and ether of us for the performance of the same in wyttynesse of the trewthe have fyrmed to iij bylls of one tenor the one beyng compelett the other to stand as voyde and of none a fecte Datted in Dansycke the laste of Awgust anno 1557

per me Robart Pye pursser¹

A.D. 1561 File 82, No. 48. Translation from Spanish original (ib. No. 43); ib. No. 44 is a similar document.

Jesus. In Lysborne ye vijth of October 1561

I Cornelis Entupfe dwellinge in Ancosae master of the good shipe called Cortdancosa whiche at this present is readye to take vyage towards the porte of Anworpe I most paye for this furste of exchange god presarvinge me and my said shipe to Lewes Lopes merchaunt Portingall beinge in Anworpe twenty duckets of xj ryoules Spaynyshe every ducket takinge won to the hundrethe The whiche is for so many that I have resevid here of Lopes and monys for lading and fornyshment of my shipe² And for wytnes of the truthe I do promyse my parson goodes and the fraithe of my said shipe and the beste appertaynansis thereof and at the tyme to make good payment of³

¹ Mark allas-i
² Formento de minha nao.

³ The Spanish original is signed 'Cornelis Inthoff.'

D. 1557 File 88, No. 188.

Be hyt know unto all men by thys presente byll that John Avery of Shoram in the Cownte of Sussex hallfe honer of the good barke callyd the Fackon of Shoram aforesayde dothe knowlege my sellfe for to be in dyttyd to David Carlotte of London golde ffyner the sum xvj^{li} xv^s I saye sextene pownde feftene shellenges to be payd to hym or to ys assygneres at the retorne of the sayd barke or within vj wyckes nexte after the feste of Sent John Bapetyste nexte and for the trew paymente of the same I the affore namyd John dothe bynd me the barke with all my goodes In wittnes of the trewthe I have causyd thys byll to be wrytten ton and selyd with my selle and afermyd with my marke the fyfte daye of Maye in the yere of our Lorde God anno 1557

(mark)

(l.s.)

D. 1562 File 88, No. 192.

Laus deo Andwarpe le 4 of September 1562 £50 . 0 . 0

At usans and halfe paye by this my fyrste byll of exchainge my second not beinge paid to Myhell Cruche or the bringer hereof the some ffyeftey poundes sterlinge corant mony for marchandyse and ys for the valewe receyved here of John Turner at the daye make good payment and put yt to your accompte

by me Richard Stanffeld

Eccepted by me William Lewtie

(Endorsed) To Mr Lewteye servant to Richard Stainffylde dd In London pa'

D. 1563 File 85, No. 823-824. See sentence in Denaker c. Mason, *infra*, p. 126.

Anno 1563 the 11 day of September in Amsterdam.

At C (?) usance paye by thys my fyrst byll of exchange my second not beyng paid unto John Denaker or to the brynger hereof 50^{li} I saye fyftye pounds of good and lawful mony of Yngland and ys for valew herof received of John Denaker I praye make good payment herof at the day Thus fare you well

By your husband W^m Harris

(Endorsed) To the wyff of W^m Harris fishmonger in Temes Street at the syne of the Kings Hed London

(Two receipts by John Mason for sums of £30 and £12, in part payment of the bill, are added.)

A.D. 1504 File 87, No. 118. Contract for loan of money by way of letter of credit to Vigo, the money to be laid out in buying a cargo to be brought to London, and to be repaid on arrival of the ship in London, the lender bearing the adventure. See File 87, No. 78, where it appears that the ship did not return to London.

This Indenture made the twentie and eight daye of August 1504 and in the sixth yere of the Raigne of our soveraigne Ladie Elizabeth by the grace of God Quene of England Fraunce and Ireland defendour of the faith etc. Betwene George Barne and company cytezins and merchautes of London on thone partie and Gregory Yonge cytezin and grocer of London on thother partie Witnesseth that wheare the foresaide George Barne and company have gyven and delyvered to the said Gregory Yonge a letter of credit of and for the payement of two hondreth doccetts after the rate of eleven royalls of plate money of Spayne at every doccett to be payed to the said Gregory Yonge his factours or assignes or to one of them in Vigo in the realme of Spayne at or uppon the arryvall of the good ship named the Mary Gallant of Sowle¹ wheareof is master John Boys as by a letter of credit directed to Rauf Tromp of London merchaunt now resident in Vigo aforesaid maye appere And the same Gregory Yonge for him his executours and assignes covenanteth and graunteth by these presents to and with the same George Barne and company their executours and assignes to take and receyve the same two hondreth doccetts after the rate aforesaid so as is aforesaid to be delyvered and to charge or lade or cawse to be charged and laden aborde the said ship the juste value of the said two hondreth doccetts for the citie of London And the said George Barne and company for them their executours and assignes covenanteth and graunteth by these presents to beare thadventure of the saide two hondreth doccetts from the said porte of Vigo aswell to Villa Nova or any other porte wheare the saide ship shall receyve her lading as the goodes reladen aborde the said ship at the porte of her ladinge as aforesaide to this citie of London And the saide Gregory Yong for him his executours and admynistratours covenanteth and graunteth by these presents to content and paye or cawse to be contentid and payed the same two hondreth doccetts or the juste value theareof with in the citie of London unto the saide George Barne and company or their assignes after the rate of six shillings and two pens every doccett in manner and fourme folowing that is to saye thone halfe or moyetie with in one moneth after the safe arryvall of the said ship with her lading with in the porte of London and thother halfe or moyetie with in one moneth after the

¹ Southwold.

eand and expiracion of the said fyrst moneth with owte any forder delaye In wytnes wheareof the parties aforesaid to these Indentures sonderly have setto their seales Yeoven the daye and yeare first above wrytten

Wytton (*notarial mark*)

by me Gregory Yonge grocer

D. 1570 File 48, No. 110. Translation of Dutch bottomry bill (*bomerij brief*). The Dutch original is *ibid.* No. 111. First decree thereon, *ibid.* No. 112.

Translated owte of Duche

I Feck Pieters, of Amsterdame in Holland, shipper of the ship called the Jonas, of the burden of twoo hundreth and fortie tonnes or thereabouts presently lying at Blackwall in the ryver of London, for to sail with the first good winde and wether which god shall sende unto me, towardes and unto Rochell, St Martins, Olleron or any other place thereabowtes, where the shipp shall take in her ladinge, and from thence to retourne agen to Blackwall or London, doo knowlege by theis presentes to have taken of the discrete Lieven de Bruyn merchaunt resident in London the some of fowre and twentye poundes and sixtene shillinges sterlinges which said some of 24^{li} 16^s sterlinges charged¹ upon the keel, tackeling, and appurtenaunces of the said my shippe, and the freight of the same, and at the perill and adventure of the said Lieuen de Bruyne, I promyse by these presents well and truely to disburse and paie to the said Lieven de Bruyn or to the bringer hereof at London aforesaid within eight dayes after that they² aforesaid shipp shall have made her aforesaid viage from Blackwall to Rochell St Martines Olleron or any other place thereabouts, and from thence shall have returned to London againe, all in safetie, and shall have ryden there at an ancker fowre and twentye howers. And I do promyse by these presents throwe Gods help to accomplishe the aforesaide viage as sone as it shalbe possyble, withoute any other viage to be done before this, Bynding thereunto my aforesaid shipp with all her appurtenaunces, and the freight of the same all withoute fraude or guyle or any exception to the contrarye, In witnes of the truethe I have caused thes presentes to be written and with my owne hande subscribed and sealed, Done in London the secounde daie of the moaneth of September in the yeare of our Lord Jesus Christ 1570 annoque regni regine Elizabethæ etc. duodecimo Subscribed by me Feck Pieters with a seal in rede waxe more subscribed

Sigillavit subscripsit et pro facto suo tradidit in præsentia mei Mathei de Quester notarii publici subsignati

¹ In the Dutch original as follows:
'Clopende op den kiele gewande ende
toebelhorten vanden voerf mynen schepe

ende vrechte van dien ende tot risiick ende
adventure vanden voerf Lieuen de Bruyn,
&c.

² Sic.

Hæc translatio per me prædictum Matheum Quester notarium publicum antenominatum debite cum suo vero originali collata substantialiter concordat

M. de Quester (*mark*) notarius publicus

Allso translated owte of Duche

This fowre and twentye daye of November in the year aforesaid the aforesaid parties to wete Lieven de Bruyn merchaunt at London and Feck Pieterse shipper of the shipp called the Jonas are agreed in the presence of Marcus de la Palma uppon the condycions followinge to wete that the aforesaid Feck Pieterse shall paie unto the said Lieven de Bruyn the some of xxx^{li} great Flemishe money within two moaneths of this said agreement which was made evin the day aforesaid This letter afore written remaning in effect and this being paid then the said letter to be of no value Suscribed

By me

Feck Pieters

(*Certificate of translation as before.*)

A.D. 1575 File 47, No. 54. Dutch bill of exchange (*translation*), payable on arrival of the ship; libel, *ibid.* No. 52.

Translated owte of Dutche

I Bartholemew Stoffels of Flusshinge master under God of my shippe called the Blewe Faweon at this present lying readdy in the haven of St Uball doo confesse by these presentes to have receaved of the honest Andrewe Skenner marchant the some of three hundreth ducketts and this uppon adventure of the sea which three hundreth ducketts I doo promise to paye yf God doo graunte me to arryve in safetie at London with my aforesaid shippe to the honest Alard Barterinck or to the assignes of M^r Vander Linden where I shall breake my bulke there shall my average be dewe without bearing more adventure And uppon my adventure and charges to sende the same upp to London to the sayde Allart Barterinck for every duckett ffyve shillinges starlinge And then reckoning thirty in the hundreth fflowrtene dayes after my arryvall And for to parforme and accomplishe the same evin so as is above wrytten I doo bynde my aforesayde shippe and goods with all her appertenaunces and moreover my owne goodes movabell unmovabell which I have and shall have In witness of the truethe I have subscribed hereof three billes of one tenor the one beinge parformed thother to be of no valewe And there besydes dide subscribe it with my name or accustomed mark Done in Lisborne on the xiiijth of Marche 1575 Subscribed by me Bartholemew Stoffels

(*Certificate of translation by Paulus Typoote, notary public, as before.*)

D. 1573 File 45, No. 168. Libel on bottomry bond; copy bond endorsed on libel.

Be yt known unto all men by theis presentes that I Henry Melis owner of the good shippe named the Sebastian of London of the quantitie or burden of thre hundrethe tonne or thereabouts whereof ys master Edmund Combady of Ratcliff Doo acknowledge and confesse upon the hull keele and burthen of the same shippe to owe unto John Collett of London aforesaid merchant tayler the some of lx and tenne poundes of good currant money of England upon suche condicion nevertheles and to suche end as hereafter doethe followe and as by the foresaid merchant and by me the said owner is respectivelie concluded covenanted and agreed That is to saye whereas I the foresaide owner am minded with the grace of god to undertake and with the foresaid shippe to accomlishe a certaine voyadge oute of the porte or haven of Plymowthe to Burwage and from Burwage to Rye Revell or Danzicke and from Rie Revell or Danzicke directlye to this ryver of Thames accordinge to the tenor of the chartreparties thereupon made Shall the foresaide merchant during all the foresaid voyadge upon the hull and keele of the said shippe as before ys rehearsed bere the whole adventure risicq and perill of all the saide some of threscore and xⁱⁱ as well concerninge concerninge (*sic*) the seas as otherwyse untill suche tyme as the foresaide shippe from Rie Revell or Danzicke aforesaide beinge arrived here into this the foresaide river of Thames shall there in good safetye have lyne at her ancker or anckers the space of xxiiij howres after the same her arryvall and soe there haven ridden at an ancker Shall I the foresaid Henry Melis then within fowertene dayes after the same well and trewlie paye to the said John Collett his heires executors or assignes all the foresaide some of lxxⁱⁱ withowte fraude or gyle or anye further delaye obliginge and bindinge therefore my selfe myne heyres executors and assignes with all and singuler my goodes present and to come and namely the foresaide shippe and thappertenaunces with alsoe the freight thereof In witnesse whereof I have hereupon made subscribed and sealed two of theese writinges of one tenor this present iiij day of the monethe of Aprill anno 1572 and of the reigne of our soveraine ladye Elizabeth by the grace of god of England Fraunce and Ireland quene defendor of the faithe etc. the fowertenthe whereof the one beinge paid the other shalbe as null voyde and of none effecte

By me

Henry Melis

Subscripsit sigillavit atque ut factum suum proprium tradidit
presente me notario publico

Le Felix no. Reg.

Received by me John Colet the twelfe daye of Februaire anno
domini 1573 the orryginall bill of this coppye

TROLLOPP c. JOHNSON.¹

A.D. 1881 File 20, No. 88. Sentence condemning defendant in the value of a boat and other goods previously adjudged to him by first decree, the owner having intervened and claimed the same within a year and a day; see also File 20, Nos. 92, 84-88; File 18, No. 114.

In dei nomine Amen Auditis visis et intellectis ac plenarie discussis per nos Griffinum Leyson . . . (*in common form*) . . . meritis et circumstanciis cujusdam cause civilis sive primi decreti contra unam medietatem navicule vocate a shipp boate et apparatus ejusdem ac duas partes quatuor anchorarum ac duas partes quatuor le joncks² ad quendam Thomam Trollopp de Boston in Comitatu Lincoln³ spectantes alias auctoritate dictę curię principalis dicti supremi domini nostri Regis sue Admirallitatis Anglie ad instanciam Richardi Johnson civis et groceri London⁴ arrestatas alias coram nobis judicialiter dati et a nobis interpositi que coram nobis inter eundem Richardum Trollopp pro jure et interesse suis in dictis duabus partibus navicule vocate a shipp boate et duabus partibus quatuor anchorarum et duabus partibus quatuor le joncks infra diem et annum intervenientem seque in possessionem eorundem bonorum admitti et imponi petentem ex una et dictum Richardum Johnson hujusmodi bona auctoritate dictę curię principalis prefati supremi domini nostri Regis sue Admirallitatis Anglie apreciata et postmodum vendicioni exposita fuisse et esse Eademque bona in presenti in rerum natura non fuisse nec esse allegantem partibus ex altera aliquamdiu vertebatur et adhuc vertitur et pendet indecisa rite et legitime procedentes partibus predictis per earum procuratores coram nobis in judicio legitime comparientibus parteque dicti Thome Trollopp sentenciam ferri et justiciam fieri pro parte sua parte vero dicti Richardi Johnson justiciam eciam fieri pro parte sua instanter postulante Rimatoque . . . Idcirco Nos Griffinus Leyson . . . (*in common form*) . . . prenominatam Thomam Trollopp pro jure et interesse suis in dictis duabus partibus navicule vocate a shipp boate et duabus partibus quatuor anchorarum et duabus partibus quatuor le joncks infra diem et annum intervenisse Eademque bona ad eundem Thomam jure domini sequi quasi pertinuisse et spectasse Necnon summam xxxvj⁵ currentis

¹ The order of the Files is here resumed from p. 17 *supra*.

² From the schedule, these appear to be pieces of cable.

sum of 36*s.* of lawful English money for expenses incurred by the same Richard in that behalf, and has produced sureties to stand to judgment and pay what may be adjudged ; And on that account, and inasmuch as the things themselves are not now in existence, that the abovenamed Richard Johnson ought of right to be bound and obliged and compelled to pay, satisfy, and restore, the true value of the said one half of the said small craft called a ship's boat and two parts of the four anchors and two parts of four joncks, which value of one half of the said small craft and two parts of four anchors and two parts of four joncks by common report of men extends to the sum or amount of twelve pounds six shillings and twopence halfpenny of current English money, (as by the admission of him, Richard Johnson, the principal party, lawfully made on oath sufficiently appears and is proved) ; And that he [Richard Johnson] ought of right to be bound, obliged, and compelled, to pay, deliver, and satisfy, the same sum or amount to the abovenamed Thomas Trollope ; And by this Our diffinitive sentence or this Our final decree We condemn in lawful costs . . . (*in common form*).

HOPTON c. A PINK OF PHILLIPSON'S.

In the name of God Amen. Before you, the noble and all-powerful man . . . the party of the gallant man Sir Ralph Hopton, knight, against a ship called a pink, and the apparel furniture and armament of the same, belonging to Peter Phillipson, lately arrested in the public stream of the river Thames at London and within the ebb and flow of the sea and the maritime jurisdiction of our lord the king his Admiralty of England, and now remaining under such arrest, and also against whomsoever else shall lawfully intervene in court before you on behalf of the same ship, says alleges and in this writing propounds in law : That in the month of February in the year of our Lord 1549 last past or thereabouts certain Frenchmen, named Monsieur de Togo and Monsieur de Carse, the safe custody and charge of whom was entrusted by the noble and all-powerful counsellors of His Majesty the King's privy council to the aforesaid Sir Ralph Hopton, commonly called the Knight Marshall for the time being, (he being by them strictly enjoined to safely and securely guard and keep these Frenchmen as prisoners of the king, and as prisoners of his own under our

captivos sive incarceratos salvo secureque retinendos et conservandos carceris et custodie locum nocturno tempore eciam quasi in noctis medio vi fregerunt illumque locum claviculo exiverunt et ab eodem recesserunt atque in naviculam predictam vocatam a pyncke tunc apud clavem vocatam Pickell Heringa Key ac infra fluxum et refluxum maris ibidem remanentem et eorum adventum in ea parte prius pactum et subdole prefixum expectantem de facto recepti fuerunt et abinde per eandem naviculam ad portum de Flusslinge traducti pariter et adducti Cujus pretextu prefatus dominus Radulphus Hopton per amissionem dictorum ejus incarceratorum modo premissis sibi commissorum et contingentium (cum quorum conservacione salvaque et secura custodia ut prefertur oneratus extitit) atque per carceris custodieque loci predicti evasionem hujusmodi necnon circa eorum victus et alimenta tempore incarcerationis facta plurimas notabilesque pecuniarum summas circa inquisitionem investigacionemque ipsorum sic exeuntium locum carceris et custodie hujusmodi aliisque variis modis in hac parte exposuit et subivit dampnumque et interesse habuit et habet sentiitque et sentit pretextu premissorum eciam ad summam ducentarum librarum currentis monete Anglie se extendentia Et quia dominus Petrus Phillipson dominus proprietariusque et possessor navicule predictae ad legitime satisfaciendum dicto domino Radulpho pro delicto factoque doloso ac nephario et injurioso per ejus naviculam predictam modo premissis commissam factam et perpetratam seu ad aliter debite componendum cum eodem in hac parte legitime et instanter requisitus et interpellatus hoc facere penitus recusavit et recusat seu saltem plus justo distulit et differt in presenti Idem dominus Radulphus spem aliam ad recuperandum ejus expensas pecuniarumque summas predictas . . . (*prayer to be put in possession in common form*).

LEDYNGTON c. HUSSEY.

A.D. 1333 File 21, No. 182. Sentence for non-delivery. The dispute was as to the liability of the shipowner for sugar lost in a lighter after discharge from the ship. See File 17, Nos. 45, 89, 17; File 18, Nos. 125, 215; File 20, No. 88; File 21, No. 119, Hussey c. Ledyngton, sentence absolute, cross claim for freight.

. . . Ideirco nos Griffinus Leyson . . . (*in common form*) . . . prenommatum Johannem Ledyngton in dictam navem vocatam the Anthony of London mense et anno et loco libellatis octo cistas saccari

late, in the port of the town of Antwerp in Brabant, to be carried and transported in safety from there to the port of the public stream of the river Thames at London and to be delivered and handed to the same John ; And also that Jacob Moyer, the master of the said ship libellate, so received the same eight chests ; And that four chests only of the said eight chests were delivered in safe and good condition to the same John ; And that the same John, through the fault, act, and negligence of the proprietors and owners libellate of the aforesaid ship, or of their agents and deputies in that behalf, had sustained and suffered, and has sustains and suffers, damage thereupon to the amount or value of £59 7s. 0d. of good and lawful English money in respect of the four chests of sugar out of the eight chests ; And We condemn the said Anthony Hussey William Bullye and Thomas Sullyvant in the said sum of £23 10s. 0d. . . . (*and costs in common form*).

CROCKYE c. GOODS OF CRUSE.

. . . the party of the discreet man, Robert Crockye, against two half hakes, two serpentynes, two hagbushes, a croke stocked, two hagbushes of iron, and one anchor, in the hands of John Prediaux of Dartmouth in the county of Devon, and also against one anchor in the hands of John Cutt of Dartmouth aforesaid, and one cable received by George Cruse and in his hands, [all] belonging and appertaining to Ambrose Cruse [and] lately arrested by authority of this court and now under such arrest, and also against whosoever else shall lawfully intervene before you on behalf of the same goods, things, and wares, says, alleges, and in this writing propounds in law : That the abovenamed Ambrose by his letters obligatory thereupon made and sealed and subscribed with the hand of him, Ambrose, and delivered and admitted by him bound and made himself, his heirs and executors, liable to the beforesaid Robert Crockye in the sum of £60 current English money to observe perform and fulfil all and singular the contracts, promises, agreements, payments, concessions, and articles manifestly touching and concerning the sea voyages and maritime matters contained and specified in a certain charter-party in that behalf entered into, had, and made between them, and sealed with the seal of

atque ejus manu propria subscriptis per ejus litteras obligatorias desuper confectas ac manu propria dicti Ambrosii eciam sigillatas subscriptas traditas et confessatas obligavit et astringit . . . (*recital of breach of charter-party, non-payment of penalty, arrest of goods, and prayer for possession in common form*).

GELDER c. WORELOND.

A.D. 1552 File 21, No. 78. Sentence for restitution of the 'Greyhound,' captured by pirates. See also File 20, Nos. 58-59, 129, 145; File 21, No. 159. The ship was captured during the war between Charles V. and Scotland, and appears to have been restored in pursuance of treaty arrangements.

. . . Idcirco Nos Griffinus Leyson . . . (*in common form*) . . . prenominos Adrianum Gelder et Henricum Ver Star veros dominos et proprietarios navis libellate vocate the Grayhounds of Flushing et ejus apparatus mensibus et annis in hac parte libellatis fuisse et esse pronunciamus decernimus et declaramus Eandemque navem eisdem mensibus et annis libellatis inter velificando et navigando a portu de Flushing versus Shotelond alias Hedelond eciam libellatam per quosdam piratas et malefactores ignotos expugnatam et abductam fuisse et esse hujusmodique navem et ejus apparatus post premissa et post multam inquisitionem in ea parte factam in manibus prefati Henrici Worlond repertam et inventam fuisse et esse similiter pronunciamus decernimus et declaramus Ipsumque Henricum Worlond in prefata navi et ejus apparatu si extant alioquin in vero valore eorundem videlicet quinquaginta librarum bone et legalis monete Anglie juxta confessionem ejusdem Henrici in hac parte judicialiter factam ac eciam in expensis . . . condemnamus . . . (*in common form*).

GOURDEN c. LOVELAKE.

A.D. 1552 File 21, No. 87. Sentence for freight and dead freight; see also ib. Nos. 129, 185; File 20, No. 60; appeal dismissed File 25, No. 99.

. . . Idcirco Nos Griffinus Leyson . . . (*in common form*) . . . prenominatam Thomam Lovelake navem libellatam vocatam the Lion of London ad dictam Johannem¹ Gourden tunc spectantem apud portum de Liethe libellatum juxta convenciones et pacta in quibusdam literis bipartitis inter eum et prenominatam Johannam Gourden in ea parte

¹ Sic. The plaintiff was Joan, widow and executrix of John Gourden.

this cause and also admitted by the said Thomas Lovelake at the time of his examination in this behalf, to have loaded and freighted at the port of Leith libellate the ship libellate called the 'Lion' of London, then belonging to the said Joan, with the burden and lading of thirty tons, to be carried by such ship from Leith to the port of this city of London; And that he loaded and freighted such ship with fifteen tons of freight only, and failed to load or freight her with the other fifteen tons of such freight; And that therefore the same Thomas Lovelake owed and owes to the said Johanna Gourden, according to the contract and agreement contained in the aforesaid charter-party and admitted by the said Thomas, £15 of current English money, for the 15 tons of freight so as aforesaid placed and laden in the aforesaid ship, and other £15 for 15 other tons not placed and laden in such ship . . . (*condemnation of the defendant in £30 in common form*).

BELL c. BYRDE.

. . . the party of the honest Nicholas Bell, citizen and merchant tailor of the city of London, against the freight or passage money of a certain ship called the 'George' of London, belonging and appertaining to John Byrde, citizen and ironmonger, and in the hands of one Richard Walton lately lawfully arrested by authority of the said court at the instance of the aforesaid Nicholas within the maritime jurisdiction of the same court, and now under such arrest, and against the same John Byrde, and also against any one else lawfully appearing before you in court on behalf of the same freight or passage money, says, alleges, and in this writing in law propounds: That the aforesaid John Byrde upon a certain civil and maritime contract heretofore entered into, had, and made, between him and the aforesaid Nicholas Bell, owed and owes to the same Nicholas the sum of £179 5s. 0d. lawful English money . . . (*Refusal of Byrde to pay; arrest of the freight; citation of Bell and default of appearance*) . . . Wherefore the party of the said Nicholas Bell, having made oath as required by law

dicti Nicholai Bell jus et justiciam sibi in premissis omnibus et singulis et ea concernentibus quibuscunque cum effectu ministrari prefatumque Johannem Byrde et quoscunque alios jus titulum seu interesse in dicto naulo sive affectamento habentes seu se habere pretendentes in quatuor defaultas antedictas contumaciter incurrisse et incurrere atque contumaces fuisse et esse pronunciari decerni et declarari Necnon premissorum occasione dictum Nicholaum Bell seu procuratorem aut factorem suum legitimum ejus nomine et pro eo in possessionem dicti nauli sive affectamenti sic ut premittitur arrestati in parte solutionis debiti superius declarati quatenus valor dicti nauli sive affectamenti ad hoc sufficiat alioquin in quantum sufficiat ex primo decreto causa rei servande juxta moris exigenciam ac morem usum stilum et consuetudinem predicta mittendum fore etiam decerni pronuntiari et declarari . . . (*in common form*).

Allegation of priority of wages; File 21, No. 70, *ad med.*

. . . Quodque insuper tam de jure communi quam de laudabili consuetudine inter navium magistros earumque nautas et marinarios et mercatores et alias personas quascunque bona sua a portu ad portum in navibus hujusmodi transvehi consuetos per totum orbem et mundum communiter habetur publicus mos et usus a tempore immemorato observatus et in judicio contradictorio sepius seu saltem semel obtentus quod quicunque bona aliqua ex navi vel navicula quacunque in loco exoneracionis eorundem receperit in primis et ante omnia naulum et affectamentum inde eidem navi vel navicule debitum magistro bursario aut marinariis earundem immediate post exoneracionem bonorum hujusmodi seu saltem juxta convencionem oneracionis eorundem initam et factam prestare et realiter solvere tenetur . . .

IN RE STRANGWIS.

OFFICIUM DOMINI c. BONA PIRATARUM.

A.D. 1543 File 22, No. 92. Article on first decree. Pirate goods condemned as confiscated for the use of the king in his office of Admiralty. See also File 22, No. 87, where one Patrick Gybbes intervenes after first decree passed, claiming the goods. File 22, No. 88 is the appraisement of the goods. File 58, No. 121, *infra*, p. 161, is a similar first decree adjudging the 'Thana' and her cargo, as pirate goods, to the Lord High Admiral.

In dei nomine Amen Coram vobis nobili et prepotenti viro domino Edwardo Fynes preclari ordinis garterii milite domino Clynton et

Say magno Admirallo Anglie Hibernie et Wallie ac dominiorum et insularum eorundem ville Calesie et marchiarum ejusdem Normannie Gasconie et Aquitanie classisque et marium regnorum Anglie et Hibernie prefecto generali per illustrissimum in Christo principem et dominum nostrum dominum Edwardum Sextum dei gracia Anglie Francie et Hibernie Regem fidei defensorem et in terra ecclesie Anglicane et Hibernie supremum caput¹ vestrove in curia principali ipsius domini nostri Regis sue Admirallitatis Anglie locumtenenti officiali principali aut alio ejusdem curie presidente quocunque Ego Johannes Clerke procuratorum generalium curie predictae unus in necessarium promotorem officii vestri in hac parte specialiter assumptus et assignatus onusque officii hujusmodi alias in me susceptum denuo ex superhabundante debite assumendo contra et adversus m^h m^h vj^h et viij^h weighte panne mettell v^h vij^h peaces of brass pannes cxxx^h weight batrien² one greate panne ponderis lxxx^h weighte and an other greate panne of like weighte nuper tanquam bona merces et mercimonia piratarum viz³ per Henricum Strangwis Petrum Killigrue Thomam Killigrue et Baptistam Roane et alios eorum in ea parte complices piratas predones et malefactores mensibus Augusti vel Septembris ultimo elapsis in propugnaculo de Porteland et oppidis de Clifford et Weymouth in comitatu Dorsette relictis et dimissis repertaque et inventa ibidem auctoritate hujus alme curie arrestata atque sub arresto hujusmodi existentia Necnon contra eosdem Henricum Strangwis Petrum Killigrew Thomam Killigrew et Baptistam Roane omnesque alias personas quascunque jus aut interesse aliquod in bonis mercibus et mercimoniis predictis habentes seu habere pretendentes ac contra quoscunque alios pro eisdem seu eorum aliquo in judicio legitime intervenientes dico allego et in hiis scriptis in jure propono Quod dicti pirate predones et malefactores cum eorum navi seu forsam navibus cum ceteris eorum in ea parte complicitibus per alta maria et jurisdictionem marittimam predictam ad eorum voluntarium et nepharium libitum temere navigantes ac convagantes predas et spolia querentes tandem nonnullas naves ad hujus regni Anglie prefatique domini nostri Regis subditos et amicos spectantes et pertinentes de diversis bonis rebus et mercibus predictis super alto mari spoliaverunt bonaque hujusmodi piratice ceperunt et asportaverunt atque postea occasione spoli hujusmodi et ex aliis eorum nephariis delictis et malefactis super alto mari ut prefertur per eos commissis et perpetratis hoc regnum fugerunt et fugam fecerunt Quorum premissorum occa-

¹Constituto appears to be omitted.

²See Appraisement, Enc. 22, No. 34: 'of battery called brass panna.'

that, by reason and in consequence of the premises, the said goods things and wares, discovered as aforesaid, and arrested by authority of this court, belonged and appertained, and by right [and] by the statutes, laws and customs ought to belong to our supreme lord aforesaid the king, and ought to be pronounced and adjudicated and likewise condemned as and for such, and ought to be confiscated and applied to the use of His Majesty the King in virtue of His office of the Admiralty of the King of England; And furthermore that the beforenamed Henry Strangwis, Peter Killigrew, Thomas Killigrew, and Baptist Roane, the aforesaid pirates spoilers and robbers, in particular, and, in general, all and singular other persons having or pretending to have any right or interest in the said goods arrested, were lawfully and peremptorily cited at the said goods things and wares [so] arrested as aforesaid, at the time of the aforesaid arrest made in that behalf, to appear before you at the day and hour specified in your order in that behalf executed and specially issuing, to show and allege in due form of law reasonable and lawful cause, (if any such they have or can show), why the said goods arrested as aforesaid ought not to be confiscated and levied to the purpose and use aforesaid, and further to do and receive what should be right in this behalf; And that they being so cited and peremptorily forewarned have neglected and [still] neglect to appear, and that they incurred and incur four defaults in that behalf; All which things were and are true, public, notorious, manifest and well known, and public report has been loud concerning the same; Wherefore, having made oath, as required by law in this behalf, I, the aforesaid proctor and promoter of your office, in that capacity, pray that the goods and things and wares aforesaid so arrested as aforesaid may by your decree by reason of the premises be confiscated for the use and benefit of the aforesaid lord our king and of the office of His Admiralty of England, [and that they] may be levied, converted, and applied, and [that it be decreed that they] ought to be so levied, converted, and applied accordingly; And also that it be pronounced decreed and declared by you, the judge aforesaid, that such goods being under arrest as aforesaid may by authority of this court be appraised and put up for sale; And that such further things be done . . . (*in common form*).

NOGAYE c. ENEWE.

. . . Therefore We, Henry Jones, doctor of laws and surrogate and judge aforesaid, . . . (*common form*) . . . pronounce, decree, and de-

Enewe et quendam Robertum Wolmer summam centum librarum monete Flandrie cuidam Petro de Winte in libello predicto nominato pro pannis lineis vocatis diaper clothes per ipsos Robertum Enewe et Robertum Wolmer ab eodem Petro de Winte emptis et receptis debuisse et debere antedictumque Thomam Nogaye ad requisicionem et contemplacionem predictorum Roberti Enewe et Roberti Wolmer sese memorato Petro de Winte pro solucione dicte summe centum librarum eidem Petro ejusve executoribus et assignatis die et loco in ea parte conventis et diu elapsis obligasse et astrinxisse seque in ea parte fidejussorem pro eisdem Roberto Enewe et Roberto Wolmer ad eundem effectum constituisse pronunciamus decernimus et declaramus prefatumque Robertum Enewe post premissa ad exonerandum et indempnem servandum dictum Thomam Nogay ejus ut prefertur fidejussorem versus prefatum Petrum de Winte obtentu premissorum per ejus literas obligatorias desuper confectas ac manu propria ejusdem Roberti Enewe scriptas seu saltem subscriptas et in hac curia exhibitas ac in registro ejusdem remanentes et per eundem Robertum Enewe tempore examinacionis sue in hac parte facte confessatas astrinxisse et obligasse ipsumque Robertum ad sic exonerandum et indempnem conservandum predictum Thomam Nogaye versus dictum Petrum de Winte obtentu premissorum juxta promissa de jure teneri et compellendum fore debere etiam pronunciamus decernimus et declaramus Eundemque . . . (*condemnation of Enewe in costs in common form*).

RICHARDSON v. SAUNDERSON.

A.D. 1553 File 22, No. 16. Sentence for salvage payable to recaptors of a ship retaken from enemies and restored (vol. i. p. 146) to her owners. There are other proceedings in the suit (see File 18, Nos. 31, 122, 140), including an allegation (No. 31) that £5 only is due for salvage in such cases. File 20, Nos. 14, 13.

. . . Ideirco Nos Henricus Joones legum doctor surrogatus antedictus¹ . . . (*in common form*) . . . antedictos Johannem Richardson Walterum Jobson Willielmum Johnson Richardum Taylour Johannem Dove Willielmum Angell Brianum Bowmar Henricum Wood et Johannem Harman cum navibus nautis et marinariis suis navem appellatam the James of Lynne varia et ancepiti pugna navali a quibusdam Gallis tunc temporis inimicis hujus regni Anglie qui eandem navem unacum omnibus et singulis bonis tunc in eadem repositis antea apprehenderunt recuperasse cripuisse et abduxisse

¹ For Dr. Leyson.

that they brought her in safety to the port called Holy Island in England ; And that they suffered and sustained damage and loss and incurred [loss of] interest and expenses by reason of such recapture, which [loss] We estimate and assess at the sum of £6 lawful English money ; And that the same Richard Saunderson, John Mackander, and John Dynsdale, are of right bound to repay and restore to the said John Richardson and his companions aforesaid the said sum of £6 lawful money of England, for the damage, expense, and [loss of] interest and costs aforesaid [incurred] by reason of such recapture ; And by this Our diffinitive sentence We condemn them Richard Saunderson, John Mackander, and John Dynsdale, in the aforesaid sum of £6 . . . (*in common form*)

GARDINER c. BRADLEY.

. . . Therefore We, William Cooke, . . . (*in common form*) . . . pronounce, decree, and declare that the aforesaid William Bradley uttered the wrongful, insulting, contumelious and abusive words libellate against the aforesaid John Gardiner, wrongfully, insultingly and maliciously, and did and does wrong to him, John Gardiner ; [And] that the said William Bradley be therefore compelled and obliged to abstain from such his contumelious, wrongful, and insulting words, and from his aforesaid imputation of crimes ; Moreover by this Our diffinitive sentence We condemn the aforesaid William Bradley, according to Our just assessment and taxation, and according to the oath of the aforesaid John sworn by him, the same having been tendered to him in court in this behalf, as appears in the Acts [of the court], in the sum of £3 for the aforesaid wrong done him and in lawful costs . . . (*in common form*)

RIVERO c. DE PACE.

In the name of God Amen . . . between Nicholas Rivero, who has caused to be arrested 34 woollen cloths and 4 pieces of Manchester cottons belonging to Gaspar de Tamaio and Andreas de Paredes in the hands of Louis de Pace, merchant of the city of London, plaintiff, of

Lodovicum de Pace pro sua defensione pretensa in hac parte intervenientem parte ex altera. . . . Idcirco nos Wilhelmus Cooke . . . *(all in common form)* . . . prenommatum Lodovicum de Pace realiter attachiandum et capiendum fore per scapulas et sub salva custodia detinendum donec et quousque tenorem et effectum decreti et monitionis pro introductione et tradicione dictorum xxviij^r pannorum lanceorum et iij^r peciarum vocatarum Manchester cottons seu just valoris eorum alias contra eum in hac parte concessi impetrati et executi perimpleverit necnon hujusmodi decreto et monitioni effectualiter paruerit pronunciamus decernimus et declaramus . . . *(condemnation of de Pace in costs in common form)*

COURTNEY c. PIKE.

A.D. 1554 File 28, No. 12. Sentence, non-delivery of beer; forfeiture for non payment of custom; File 22, No. 59.

. . . Idcirco Nos Henricus Jones legum doctor . . . *(in common form)* . . . prenommatum Thomam Pyke porcionem bis duplicis potus lupulenti viz. a bruing of double double bere continentem septem tonella vocata tonnes aut circiter unacum medietate porcionis consimilis potus vocati half a bruing of like bere prefato Thome Courtney pro summa xxx^{li} monete Anglie tunc inter eos conventa vendidisse et alienasse Eundemque Thomam Courtney summam xvij^{li} monete Anglie in partem solucionis precii conventi pro potu predicto juxta confessionem ipsius Thome Pike in hac parte factam et in registro hujus curie remanentem solvisse et satisfecisse necnon dictum Thomam Pike cum prefato Thoma Courtney inter cetera pacta et conventa tempore emptionis et vendicionis potus predicti inter eos habita et facta onus et periculum traductionis potus hujusmodi ab hoc portu Londonie ad oppidum de Armew in Zelandia assumpsisse atque ad quecumque alia onera expensasque in ea parte contingentia et fienda ac de conservando in ea parte dictum Thomam Courtney indemnum versus telonarios quoscunque ac alios nuper domini nostri Regis officarios quoscunque pro vectigali potus predicti debito pepagisse convenisse ac promisisse pronunciamus decernimus et declaramus. Necnon potum lupulentum predictum propter nonolucionem vectigalis ejusdem per prefatum Thomam Pike juxta pacta et conventa predicta ad usum dicti nuper domini nostri Regis per ejus in ea parte officarios forisfactum seisitum et attachiatum fuisse et esse memora-

tumque Thomam Courtney summam viij^{li} monete Anglie circa redempcionem et recuperacionem potus predicti ut prefertur forisfacti juxta confessionem predictam memorati Thome Pike exposuisse et impendisse ac potum hujusmodi ad prefatum Thomam Pike ejusve et suorum possessionem denuo pervenisse. Prenominatum igitur Thomam Pike ad solvendum et satisfaciendum summas respective predictas videlicet xvij^{li} et viij^{li} dicto Thome Courtney de jure teneri et compellendum fore debere eciam pronunciamus decernimus et declaramus ipsumque Thomam Pike in summis respective hujusmodi atque in expensis . . . (*condemnation in common form*)

THE 'ST. CATHERINE.'

A.D. 1864 File 28, No. 6. Application by Robert Pynto, proctor for Rodrico Mendez and others, for the arrest of goods spoiled from the wreck of the 'St. Catherine' in South Wales, and for the arrest of the spoilers.

Quibus die¹ et loco comparuit personaliter Robertus Pynto . . . (*proctor for Rodrico Mendez and other Spaniards, who, after exhibiting his progs*) . . . allegavit Quod mense Octobris ultimo preterito aut circiter nonnulla bona res et mercimonia in scedula presentibus anexa et presertim in dicto mandato procuratorio suo specificata ad dictos dominos suos jure dominii seu quasi spectantia et pertinentia ac signis sive stigmatibus in dicta schedula depictis signata mercata in quadam navi vocata Sancta Chatherina de Muniqueda² in Hollandia ejus sub deo tunc erat magister Sein Deriques apud Arnemute in Zelandia. Ac pro dictis dominis suis et eorum vice ac nomine illinc per altum mare in dicta navi transferenda Vlixbone in regno Portugali onerata fuerunt. Quodque dicta navis unacum dictis mercibus inter navigando apud locum maritimum vocatum Bridway³ in partibus South Wallie haud procul ab illo famoso portu vocato Milford Haven submersa fuit hominibus tamen in ea existentibus salvo ad terram delatis. Et quod nonnulla dictorum mercimoniorum pre-textu hujusmodi submersionis ad manus et possessionem inhabitantium in partibus illis et aliorum subditorum domine nostre Regine devenerunt et adhuc in eorum manibus et possessione remanent. Unde edita ex parte sua sufficiente caucione in hac curia juxta juris exigenciam petit omnes et singulos penes quos hujusmodi bona sive mercimonia seu eorum aliqua reperiantur vel existunt⁴ monendos fore decerni ad tradendum et restituendum sibi ejusve in hac parte substitutis sive

¹ April 22 1864.

² The 'B' and 'd' doubtful. Qy. Broadway.

or the Broad Sound, both near Milford Haven.

⁴ See.

gular those goods without any frivolous delay ; And that, upon their refusal to do so, they should be actually arrested and brought before the lord judge to make answer to Robert Pynto in a civil and maritime cause . . .

OFFICIUM DOMINI c. GOODS EX A HAMBURGH SHIP.

In the name of God Amen. In a certain business, that for some time past has been discussed and is at the present time still under discussion and pending before you, the venerable master William Cook, doctor of laws, sufficiently and lawfully appointed principal official and special and general commissary and judge and president of the principal court of our lord and lady, the king and queen, their Admiralty of England, by virtue of your office, against seven cases of dye or woad¹ on board a ship of Hamburgh, and also against five cases of woad, three fates of madder, two fates of tallow, three score and eight hundred weight of knockell[?] flax in a ship called the 'Sampson' of Campi, of which lately was master under God one Thomas Wynolde, [which goods were] brought to the port of Great Yarmouth, in the county of Norfolk, and were there respectively arrested or sequestrated by the authority of the said court, and unloaded from the said ship, and still remain under such arrest or sequestration, and against whosoever may appear on behalf of the same goods, I, John Lewis, one of the general proctors of the said court specially in this behalf assigned and chosen to be the necessary promoter of such your office, and even now duly and of excessive [caution] taking upon myself the burden of such office, heretofore by me undertaken, and acting as the necessary promoter of such your office, in every best and most effective manner, way, and form of law, in which I am able best and most effectively so to do, and

¹ *Gualdi sive pastelli.*

necessarius antedictus ac eo nomine et non aliter peto bona et mercimonia predicta omnia et singula vestra auctoritate (domine judex antedictæ) aprecianda et licitanda sicque apreciata et licitata publice vendicioni plus offerenti exponenda et subhastanda ac de facto vendenda ac precium et valorem eorundem debite levandum colligendum et recipiendum atque in hac curia realiter exhibendum ac ad usum predictum causa rei servande applicandum fore per vos dominum judicem antedictum pronunciari decerni et declarari ulteriusque fieri statui et decerni in premiasis et ea concernentibus quibuscunque quod juris fuerit et rationis. Que propono et fieri peto conjunctim et divisim vestrum officium domine judex antedictæ humiliter implorando.

LE BUCK v. VAN VOISDONCK.

A.D. 1664 File 24, No. 58. Sentence against an executrix or administratrix for repayment of prepaid freight; see also *ib.* No. 265; File 28, No. 49.

Idcirco nos Willielmus Cooke . . . (*in common form*) . . . pre-nominatum Johannem Van Voisdonck ut prefetur defunctum tempore libellato dominum et proprietarium sive exercitorem ac magistrum ejusdam navis vocatæ the Dove apparatusque et ornamentorum ejusdem fuisse ac cum predicto Simone le Buck pro quodam viagio cum navi hujusmodi modo et forma libellatis fiendo pactum et conventionem iniisse pepigisse et convenisse. Eundemque Simonem summam quadraginta librarum in partem solucionis nauli pro viagio predicto memorato Johanni premanibus etiam ante inceptum viagium hujusmodi solvisse et satisfecisse. Ipsumque Johannem Van Voisdonck post receptionem dictæ summe xli et ante inceptum viagium antedictum ex febre obiisse ac viagium predictum juxta pacta et conventiones inter eum et prefatum Simonem ut prefetur inita habita et facta minime fecisse perimplevisse aut observasse. Prefatamque Katherinam citra mortem dicti defuncti in bonis juribus et creditis ejusdem defuncti tanquam ejus executricem sive bonorum administratricem realiter et de facto administrasse ac pro administratrice se gessisse pronunciamus decernimus et declaramus. Eandem igitur Katherinam obtentu premissorum ad retradendum et resolvendum dictam summam xli memorato Johanni Van Voisdonck ex causa ut prefetur data (causa non secuta) dicto Simoni de jure teneri et compellendum fore ac eandem summam sic restituendam esse etiam pronunciamus decernimus et declaramus. Necnon ipsam Katherinam . . . (*condemnation in common form*)

office], and in that capacity and not otherwise, pray that it may be pronounced, decreed, and declared by you, my lord judge aforesaid, that all and singular the aforesaid goods and merchandise may by your authority be appraised and put up for sale, and that, being so appraised and put up for sale, they may be exposed and put up by auction to public sale to the person who shall bid the highest price [for the same], and that they be in fact sold, and that the proceeds and value of the same be duly levied, and collected, and received, and actually exhibited in this court, and applied to the aforesaid use, for the sake of safe custody, and that such further things be done, determined, and decreed, in the premises, and in all matters whatsoever concerning the same, as shall be right and reasonable; And these things I propound and pray to be done, jointly and severally, humbly my lord judge aforesaid praying [the benefit of] your office

LE BUCK c. VAN VOISDONCK.

Therefore We, William Cooke, . . . (*in common form*) . . . pronounce, decree, and declare, that the beforenamed John Van Voisdonck, deceased as aforesaid, at the time libellate was owner and proprietor, or charterer and master, of a certain ship called the 'Dove' and of her apparel and furniture, and that he in the manner and form libellate entered into a contract and agreement, promised, and contracted, with the aforesaid Simon le Buck for a voyage with such ship; And that the same Simon, before the commencement of such voyage, paid and satisfied in hand to the said John the sum of £40, in part payment of the freight for the aforesaid voyage; And that he, John Van Voisdonck, after the receipt of the said sum of £40, and before the aforesaid voyage was begun, died of a fever, and failed to make perform or observe the aforesaid voyage according to the contract and agreement entered into, had, and made, between him and the aforesaid Simon as aforesaid; And that the aforesaid Katherine, after the death of the said deceased [John], actually and in fact administered to the goods wares and debts due to the same deceased, as his executrix or administratrix, and acted as such administratrix; Therefore We pronounce, decree, and declare, that the same Katherine, by reason of the premises, is of right bound and should be compelled to redeliver and repay the said sum of £40 to the said John Van Voisdonck, for the reason above given (as paid upon a consideration that has failed), and that the same sum be restored and also . . . (*condemnation of Katherine in common form*).

POYNTELL *c.* DE BILLOTA.

A.D. 1888 File 25, No. 121. Sentence condemning Billota in damages for selling to the plaintiff a ship, to which he had no title, and a cargo of fruit, which was rotten; File 24, No. 249, libel; *ib.* No. 167, sentence in Poyntell *c.* De Vilota (*sic*), De la Sero intervening, adjudging the ship to Sero, her owner. Billota subsequently sued Poyntell in the Common Pleas for double damages and *qui tam* ac., for the penalty under 2 Henry IV. c. 11, alleging that the contract for sale was made at Melcombe, in the county of Dorset, and that Poyntell had wrongfully sued him in Admiralty; see Common Roll, Hil. 4 and 5 Ph. and M. rot. 831. Poyntell demurred, apparently upon the ground that damages and the penalty could not be recovered in the same action. Judgment was reserved, and never delivered. The case is reported Dyer, 159, b; Benloe, pl. 111.

. . . Ideirco Nos Willielmus Cooke . . . (*in common form*) . . . prenomiatum Domingonem de Billota Hispanum alienasse et vendidisse prenominatis Willielmo Poyntell et Lanceloto Reynolds navem quandam Anglice vocatam a Barke ad se jure dominii seu quasi spectantem unacum sua scapha et omnibus armamentis pro summa triginta quinque librarum legalis monete Anglie et preterea ducenta octoginta octo milia malorum aureorum Anglice of oringers and lemmanse solventibus pro singulis milibus octo solidos et octo denariis ejusdem monete. Et postmodum dictam navem cum scapha et omnibus suis ornamentis evictam et recuperatam fuisse per quendam hominem nominatum Willielmum Mountez de Insula Garnesey coram magistratibus de Waymouth. Et predictos Willielmum Poyntell et Lancelotum Reynolds damnum et jacturam sustinuisse in vendicione seu alienacione malorum aureorum le oringes et lemmanse eo quod centum et viginti milia eorum erant corrupta putrefacta et talia que nullo modo vendi et alienari possent atque prefatum Domingonem juxta contractus et convencionis sue legem dictam summam triginta quinque librarum solutam sibi pro prefata navi scapha et suis ornamentis rursus eisdem Willielmo et Lanceloto reddere et restituere necnon damnum illi resarcere quod sentiebant in alienacione dictorum centum et viginti milium le oringes et lemmans et quoad tot milia precii restitutionem facere hoc est reddere summam quinquaginta et duarum librarum legalis et usitate monete Anglie debere pronunciamus decernimus et declaramus. Ipsaque Domingonem de Billota in predictis summis et expensis . . . *ib.* *in common form*.

BROWNE c. DE PASE.

. . . Therefore We, William Cooke, . . . (*in common form*) . . . pronounce, decree, and declare, that the said sum of £75 of lawful English money libellate, according to his admission judicially made before Us, has remained, and still remains, in the hands of Louis de Pase, for the freight or affreightment of the ship called the 'Pelican' of Bremen, in the month and year libellate loaded in the port of Cadiz; And that the aforesaid Thomas Futt, the master or charterer of the said ship, bound and made liable, as well himself, his heirs, and executors, as the said ship, and her apparel and freight, for the payment to the aforesaid Henry Browne of the sum libellate; And that the aforesaid Thomas Futt owed, and owes, the same sum to the aforesaid Henry Browne upon a civil and maritime contract; Therefore We condemn him Louis de Pase to pay the said sum . . . (*and costs in common form*)

GLISBURGH c. DE LA TORRE.

9. Also that, as well by the common civil and maritime law, as by ancient laudable and lawfully prescript custom used and observed inviolably and stedfastly from time immemorial to the present time and upheld in judgment delivered in a contested cause, when several ships of a subject of one prince pursue another ship of the subjects of another prince, if it happens that the said ship put to flight by reason of such war or hostility [as aforesaid] is first captured by one of those ships pursuing her, such ship so captured and all the goods found and being in her ought by the law and custom aforesaid to be divided equally between the aforesaid ships so pursuing her as aforesaid, notwithstanding that one of them was the first to capture the same ship

THE 'PENSEY.'

A.D. 1668 File 25, No. 89. Application for a perishable monition.

Thomas Sartinus mercator Rothomagensis contra navem vocatam the Pensey de Depa apparatusque et ornamenta ejusdem.

Smythe.

Smythe omnibus melioribus et efficacioribus via modo et juris forma necnon ad omnem juris effectum exinde sequi valentem allegavit navem apparatusque et ornamenta ejusdem predicta fuisse auctoritate hujus curie in portu de Plymouthe in comitatu Devonie primo die mensis Julii ultimo elapsi arrestata atque continue citra sub arresto hujusmodi viz. per tres menses et ultra remansisse et in presenti sic remanere atque aliquamdiu eciam ante hujusmodi arrestum ibidem in flumine stetisse Cujus obtentu dicta navis ejusque apparatus et ornamenta hujusmodi multa passa sunt dampna et corrupcionem ac indies patiuntur et multo minoris precii ac valoris in presenti sunt quam tempore arresti predicti fuerunt Quare ne in gravius dampnum corrupcionem et detrimentum atque devastacionem dicta navis ejusque apparatus et ornamenta hujusmodi devenient si diucius usque ad lapsum quatuor defaltarum et execucionem per primum decretum sub arresto predicto remanere permitterentur pro securitate et preservatione eorundem quatenus nunc fieri potest petiit navem et cetera premissa auctoritate hujus curie appreciari decerni et datis per partem dicti domini sui fidejussoribus in ea parte idoneis possessionem ejusdem navis et ceterorum premissorum eidem domino suo seu ejus in hac parte factori et agenti concedi premissa proponens conjunctim et divisim dictam allegacionem admitti ac justiciam sibi et parti sue in hac parte ministrari

SMYTHE c. ROCHESTER.

A.D. 1666 File 25, No. 81. Sentence adjudging to the defendant goods lately in the possession of her husband, who had become bankrupt. The defendant's allegation (*ibid.* No. 91) was, that the goods were hers before her marriage, and that upon her husband's bankruptcy they reverted to her; she also alleged that they were bought by her, and others, after the bankruptcy.

. . . Idcirco Nos Willielmus Cooke . . . (*in common form*) . . . pro jure titulo et interesse dicte Ursule Rochester alias Master in bonis rebus et mercibus et in duabus cistis in sedula huic sentencie

annexa et in dicta materia eciam mencionatis eandemque Ursulam bonorum rerum et mercium ac cistarum hujusmodi veram et legitimam dominam et proprietariam seu quasi fuisse et esse eademque ad eam jure dominiū seu quasi pertinuisse ac pertinere debuisse et debere pronunciamus decernimus et declaramus . . . (*condemnation of Smythe in costs in common form*)

HAWKYNS c. BRADDY.

A.D. 1555 File 25, No. 14. Sentence for conversion of guns and ship's gear stored ashore; libel, *ibid.* No. 124.

. . . Ideirco Nos Willielmus Cooke . . . (*in common form*) . . . prenommatum Willielmum Hawkyns verum et legitimum dominum et proprietarium bombardorum et apparatusum libellatorum fuisse et esse dicta¹ bombarda et apparatus ad eundem Willielmum jure dominiū seu quasi pertinuisse et spectasse et pertinere et spectare debuisse et debere pronunciamus decernimus et declaramus² prenommatum Johannem Braddy dicta bombarda et apparatus mense et anno libellatis a prefato Willielmo Hawkyns seu ab ejus deputatis causam custodiendi recepisse et habuisse ac eas pro suo libito contra convenciones inter ipsos Willielmum Hawkyns et Johannem Braddy in ea parte habitas et factas disposuisse eciam pronunciamus decernimus et declaramus Ipsumque Johannem Braddy in dictis bombardis et apparatusibus predictis vel in eorum vero valore quem juxta ipsius Johannis Braddy confessionem coram nobis judicialiter factam ad summam sex librarum et duorum solidorum legalis monete Anglie estimamus et moderamus atque in expensis . . . condemnamus . . . (*in common form*)

VAGHAN c. MASON.

A.D. 1556 File 26, No. 101. Sentence condemning the defendant in damages for breach of a charter-party, and for dead freight, in respect of goods not put on board. The libel is File 25, No. 22; see also *ibid.* No. 40.

. . . Ideirco Nos Willielmus Cooke . . . (*in common form*) prenommatum Georgium Mason juxta pactum et convencionem inter ipsum et dictos Galfridum Vaghan et Georgium Thornton in hac parte inita et facta contracta de quibus sua judiciali confessione luculenter apparet quinque dolia olei seu aliarum mercium apud portum de Sancte Lucars in Andolazea in nave dictorum Galfridi et

¹ 'que' has fallen out.

² 'necon' has fallen out.

in the two chests, mentioned in the schedule annexed to this sentence and [mentioned] also in the said pleading ; And that the same Ursula was and is the true and lawful owner and proprietor, or quasi-owner, of such goods, things, and wares, and chests ; And that the same ought to have appertained, and to appertain, to her by right of ownership . . . (*condemnation of Smythe in costs in common form*)

HAWKYNS c. BRADDY.

. . . Therefore We, William Cooke, . . . (*in common form*) pronounce, decree, and declare, that the beforenamed William Hawkyns was and is the true and lawful owner and proprietor of the guns and apparel libellate, and that the said guns and apparel ought to have appertained and belonged, and to appertain and belong, to the same William, by right of ownership or quasi-ownership ; And that the beforenamed John Braddy in the month and year libellate received and had the said guns and apparel from the aforesaid William Hawkyns, or from his agents, for safe custody ; And also that he, in breach of the agreement entered into between them, William Hawkyns and John Braddy, in that behalf, disposed of the same at his will ; And We condemn him, John Braddy, in the guns and apparel aforesaid, or in their real value, which, by the admission of him, John Braddy, made before Us in court, We estimate and assess at the sum of six pounds and two shillings of lawful English money . . . (*in common form*)

VAGHAN c. MASON.

. . . Therefore We, William Cooke, . . . (*in common form*) pronounce, decree, and declare, that the aforesaid George Mason, according to the contract and agreement entered into and made in that behalf between him and the said Godfrey Vaghan and George Thornton, [the terms of] which clearly appear by his admission in court, failed to load five casks of oil, or other merchandise, at the port of San Lucas, in Andalusia, in the ship of the said Godfrey and George, and that he

Thurstone dampnum notorie passum fuisse ad summam decem solidorum currentis et legalis monete Anglie predictae. Ac etiam eandem naviculam ratione maderacti feni incaluisse ac rimulas fecisse atque detrimentum eo pretexto ad summam viginti solidorum ejusdem monete recepisse pronunciamus decernimus et declaramus. Ipsum igitur Simonem More in summa quinquaginta trium solidorum et quatuor denariorum monete predictae pro vectura feni predicti juxta pactum convencionem et contractum predicta ac in summa novem solidorum et sex denariorum pro sumptibus ex parte dicti Ambrosii circa exoneracionem dicti feni ut prefertur factis ac in summa decem solidorum predicta pro dampno ut prefertur ratione lucri cessantis eidem Ambrosio culpa dicti Simonis More illati ac etiam in summa viginti solidorum predicta pro deterioracione naviculae predictae ratione feni in eadem tunc existentis ac in expensis condempnamus . . . (*in common form*)

OFFICIUM DOMINI c. THE 'EUGENIUS.'

A.D. 1556 File 26, No. 86. Sentence restoring to her owner a ship re-taken from pirates by a Queen's ship; libel, File 27, smallest bundle, No. 8.

. . . Idecirco Nos Willielmus Cooke . . . (*in common form*) . . . pro jure titulo et interesse prefati Johannis Chaloner in dicta nave vocata the Eugenius et apparatibus ornamentis et municionibus ejusdem libellatis pronunciamus decernimus et declaramus. Ipsumque Johannem Chaloner dictae navis ornamentorum apparatusum et municionum predictarum verum et legitimum dominum et proprietarium fuisse et esse ipsasque ad eum jure domini sui quasi pertinuisse spectasse ac spectare et pertinere debuisse et debere etiam pronunciamus decernimus et declaramus. Necnon eandem navem appellatam the Eugenius in portu de Youghall residentem unacum omnibus ornamentis municionibus et apparatibus libellatis et in scedula predictae summarie petitioni in hac causa date annexa specificatis et nonnullis aliis bonis ad dictum Johannem Chaloner spectantibus annis et mensibus libellatis seu eorum aliquibus uno sive aliquo a dicto Johanne Chaloner aut suis marinariis per quendam Richardum Coole piratam et ejus complices violenti manu captam et apprehensam ac postmodum aliquamdiu per prefatum Richardum Coole et ejus complices circa nonnulla facinora et piraticas occupatam fuisse et esse pronunciamus decernimus et declaramus. Eandemque navem appellatam the Eugenius unacum omnibus et singulis apparatibus ornamentis machinis et municionibus in dicta scedula mencio-

natis annis et mensibus predictis seu eorum aliquibus sive uno per quendam Willielmum Tirrell armigerum prefectum cujusdam classis supremorum dominorum nostrorum Regis et Regine ad nonnullos piratas persequendos et capiendos instructam a prefato Richardo Colle et nonnullis aliis predonibus et piratis eandem possidentibus in portu de Beer haven apprehensam et recuperatam Atque postea per eundem Willielmum Tirrell ad portum de Portismowth adductam fuisse et esse pronunciamus decernimus et declaramus Ac proinde hujusmodi navem unacum omnibus et singulis ornamentis apparatus municionibus et machinis in dicta scedula specificatis predicto Johanni Chaloner domino et proprietario earundem restituendam et retradendam Eundemque Johannem Chaloner in possessione earundem mittendum fore de jure debere pronunciamus decernimus et declaramus Atque per presentes sic mittimus et restituimus per hanc nostram sententiam diffinitivam sive hoc nostrum finale decretum quam sive quod scriimus et promulgamus in hiis scriptis

HAYES c. SMYTH.

A.D. 1667 File 27, Hil. No. 98. Letter of safe conduct for the mariners for the repayment of whose ransom Hayes sues in Hayes c. Smyth; Libels *ibid.* Nos. 84, 91.

Michel Rogere lieutenant de par le Roy en lamyrante de France a Fescamp Estretat et en partyes denvyron pour hault et puissant Seigneur Monseigneur lamyrat de France Salut Scavoir faisons que nous avons donne congye et saoufconduit a Herman Hais Angloys de la ville de Londres en Angleterre mag^r de certain navire nomme le Thomas Magdalleine prins en guerre par mer par trois navires de guerre de ce lieu desquelz estoient cappitaines Johan Remon le jeune Pierre Lenfant et Guillaume Barre de soy en aller en son pays soit par mer ou par terre par ce quil a paye les dex¹ de sa rancien et saoufconduit pour quattorze hommes pour lesquels le dit Hes Angloys tenoiet pleige en ce dit (?) lieu de Fescamp Sy pryons et requerons tous justiciers officiers cappitaines et chefs de guerre ne luy donner aucun empeschement en faisant son retour soit par mer ou par terre de Fescamp ce premier jour de Mars mille cinq cens cinquante septieme

Rogere

DE MARCILLIS

¹ Sic; qy. 'deux.'

DYBDALE c. HOLMES.

A.D. 1856 File 27 (smallest bundle). No. 119. Sentence; damage to cargo given horns stowed on the top of beer, whereby the beer turned sour. Label, File 25, No. 129.

. . . Ideirco Nos Willielmus Cooke . . . (*in common form*) dictum Willielmum Holmes magistrum et proprietarium navicule libellate nuncupate the Mynion cum prefatis Johanne Dybdale et Johanni Hopkin pro vectura et transportacione octoginta et sex barrelorum cerevisie vocate boere ad eosdem Johannem et Johannem jure dominiū seu quasi spectantium et pertinentium in eadem navicula a portu Londoniensi per altum mare ad portum de Armewe seu Antuerpie in partibus ultramarinis pro certo precio sive naulo inter eos convento mensibus et annis libellatis pepigiisse convenisse et contraxisse ac post et citra pactum convencionem et contractum hujusmodi dictos octoginta sex barellos cerevisie in dicta navicula per dictos Johannem Dybdale et Johannem Hopkin oneratos et impositos ac per dictum Willielmum Holmes et suos in eandem navem ad effectum predictum receptos fuisse dictamque cerevisiam culpa incuria et facto antedicti Willielmi Holmes presertim ratione oneracionis et impositacionis quorundam cornuum animalium Anglice rough grene hornes fetorem maximum habentium et male olentium per eundem Willielmum in dicta sua navi ac inter dictos barrellos cerevisie¹ factam corruptam et deterioratam fuisse dictosque Johannem Holmes et Johannem Dybdale eo obtentu dampnum et interesse que estimamus ad summam xx^{li} currentis et legalis monete Anglie passos fuisse et esse pronunciamus decernimus et declaramus Necnon . . . (*condemnation of Holmes in £20 and costs in common form*).

IN RE TYRRELL. TYRRELL c. ROBERTS.

A.D. 1857 File 27 (smallest bundle), No. 8. Prohibition. The suit was for the proceeds of cloths belonging to Tyrrell, sold on his behalf in Spain by Roberts, and not accounted for.

Label, see File 25, No. 11.

(*The writ begins in common form as above, pp. 8, 9; after reciting 15 Ric. II. c. 3, it proceeds as follows:*)

. . . Quidam tamen Henricus Roberts de Weymouth in comitatu Dorsetie mercator statutum predictum minime ponderans quoddam

¹ The words 'eandem cerevisiam' have fallen out here.

placitum et negocium inter ipsum Henricum Roberts per nomen Henric' Roberts de Weymouth in comitatu Dorsetie regni Anglie mercatorem et eundem Johannem Tyrrell per nomen Johannem Tyrrell de Bridgewater in comitatu Somersetie mercatorem de diversis querelis et aliis rebus infra corpus comitatus Somersetie factis et emergentibus videlicet apud Brydgewater predictam coram vobis affirmavit et prosequutus fuit libellando supponendo et allegando versus eundem Johannem Tyrrell modo et forma sequentibus Videlicet quod idem Johannes Tyrrell . . . *(the writ then sets out the libel, to the effect that Tyrrell sold to Roberts, at Bridgewater, one half of certain cloths laden on board the 'Mary George,' then lying at Bridgewater; Roberts made Tyrrell his agent to sell these cloths in Spain; Tyrrell sold the whole of the cloths at St. Sebastian, in Spain, at a profit; on his return to Bridgewater, he refused to account for, or pay, the proceeds to Roberts. Roberts claims £90; the writ then proceeds as follows:)* . . . ac dictum Johannem Tyrrell ea de causa coram vobis traxit in placitum Vosque dictum Johannem Tyrrell per ministros curie illius attachiari et coram vobis in eadem curia comparere ac in premissis prefato Henrico licet contractus predictus factus fuit infra corpus predicti comitatus Somersetie videlicet apud Bridgewater predictam ad respondendum per processum ejusdem curie Admirallitatis astrinxistis Ac ipsum Johannem Tyrrell prefato Henrico Roberts occasione premissorum satisfactionem et dampnum reddere per diffinitivam dicte curie Admirallitatis sententiam totis vestris viribus nitimini et conamini Placitum quod ad Nos et non ad Admirallum Anglie pertinet ad aliud examen in dicta curia Admirallitatis coram vobis trahere injuste machinantes Ipsum Johannem Tyrrell eo modo multipliciter et minus juste inquietando et gravando in ipsius Johannis Tyrrell dampnum et prejudicium non modicum et gravamen . . . *(Prohibited in common form as above, pp. 5, 10; the writ is tested by Sir William Portman, C.J.K.B., and is dated February 5, 1556)*

ROPER ET HETWOD

IN RE ROOPER.

A.D. 1557 File 27 (smallest bundle), No. 7. Prohibition. File 24, No. 145 is the libel, from which it appears that one Isebrand Barkman, of Amsterdam, sold a carvell lying at Amsterdam to John Barnes, of London; Barnes, with Gialbet Clayson and Clays Master his sureties, entered into a bond before the justices or burgomasters of Amsterdam, by which they bound themselves to pay the price of the ship to Barkman; John Ome, at Barnes' request, entered into a second bond to indemnify Clayson and Master in respect of their liability as sureties, to the amount of £24 5s. gross Flanders money; Barnes

Richardum Mygnall dicta de causa coram vobis in curia predicta traxit in placitum Vosque eundem Richardum per ministros vestros attachiari et coram vobis in dicta curia comparere ac in premissis et ad prefato Thome Culpeper respondendum per processum ejusdem curie minus juste astrinxistis ac ipsum Ricardum eidem Thome occasione premissorum satisfaccionem et damnum reddere per diffinitivam de curia Admirallitatis sententiam totis vestris viribus nitimini et conamini placitum inde quod ad nos et non ad Admirallum pertinet ad aliud examen in dicta curia Admirallitatis coram vobis trahere injuste machinando Ipsumque Ricardum eo modo multipliciter et minus juste inquietando in ipsius Ricardi damnum et prejudicium non modicum et gravamen et in contemptum nostrum coronaeque nostre regie exheredacionis periculum manifestum ac contra formam statuti predicti Unde nobis supplicant idem Ricardus . . . (*Prohibition in common form as above; the writ is taxed by Sir William Porter, C.J.K.B., and dated Jan. 28, 1556*)

ROOPER ET HEYWOOD

MATTHEWE c. A CHEST OF THOMPSON'S.

A.D. 1558 File 27 (Hilary bundle), No. 77. Article on first decree, for damages and for the ransom of Matthewe, who had been unjustly arrested in Spain at the instance of Thompson. Upon his release, war having been declared against France, he was captured by the French and taken to Dieppe.

In dei nomine Amen. Coram vobis . . . pars honesti viri Thome Matthewe contra et adversus unam eistam . . . (*in common form*) . . . in jure proponit Quod pre nominatus Thomas Matthewe mensibus Martii . . . (*enumerating items*) . . . annorum 1556 et 1557 . . . fuit dominus et proprietarius unius tercie partis navis vocate the William of London et apparatus ejusdem ac cum dicta nave mensibus et annis predictis seu eorum aliquo ad portum de Caliz in Hispania tamquam officarius ejusdem vocatus the masters mate velificavit ac cum dicta navi ibidem salvo applicuit Necnon post appulsum ejusdem navis pre nominatus Thomas Thompson quandam pretensam accionem contra prefatum Thomam Mathewe frivolum et inanem fingebat ac ipsum Thomam Mathewe hujusmodi pretense accionis pretexto absque aliqua justa seu legitima causa in dicto oppido de Caliz arrestari ac ibidem per nonnullas debitas strictas incarcerationi fecit ac tandem postquam dictus Thomas Thompson nullam justam materiam vel causam contra dictum

said Richard Mygnall before you in the aforesaid court ; And you, by your officers, unjustly caused the same Richard to be attached, and by process of the same court compelled him to appear before you in the said court and to make answer to the aforesaid Thomas in the premises ; And you are striving and endeavouring with all your strength [to compel] him Richard by your diffinitive sentence to make satisfaction and to pay damages to the same Thomas in respect of the premises, unlawfully contriving to draw the plea thereupon, which appertains not to the court of Admiralty, to another tribunal before you in the said court of Admiralty, by that means in manifold ways and unlawfully vexing him, Richard, to the no small prejudice and grievance of him, Richard, and in contempt of us, and to the manifest danger of the disinheriting of our royal crown, and against the form of the statute aforesaid ; Wherefore the same Richard has petitioned us . . . (*Prohibition in common form as above*). Witness William Portman at Westminster the 28th day of January in the second and third year of our reign

ROOPER AND HEYWOD

MATTHEWE c. A CHEST OF THOMPSON'S.

In the name of God Amen. Before you . . . the party of the honest man Thomas MattheWE against one chest . . . (*all in common form*) . . . propounds in law : That the beforesaid Thomas MattheWE in the months of March &c. . . . (*enumerating them*) . . . of the years 1556 and 1557 . . . was owner and proprietor of one third part of a ship called the 'William' of London, and of her apparel, and in the months and years aforesaid, or in some one of them, sailed with the said ship to the port of Cadiz in Spain as master's mate of the same ship, and arrived there with the said ship safely ; And after the arrival of the same ship the beforesaid Thomas Thompson feigned [to bring] a pretended frivolous and fictitious action against the aforesaid Thomas MattheWE, and by means of such pretended action caused him, Thomas MattheWE, to be arrested in the said town of Cadiz, without any just or legitimate cause, and to be closely imprisoned there for some weeks ; And at length, when the said Thomas Thompson failed to prove any just matter or cause against the said Thomas

Thomam Mathewe probare potuit idem Thomas Mathewe fuit a dicta pretensa accione liberatus et dimissus sed interia¹ temporis dum hec acta sunt et antequam dictus Thomas Mathewe a dicta accione et incarceratione liberatus fuisset necnon antequam dicta navis vocata the William of London a dicto portu de Calez recessisset ac ad hoc regnum Anglie velificasset ac ibidem salvo applicuisset bellum inter illustrissimos principes Philippum et Mariam Anglie regem et reginam et Gallorum regem indictum et proclamatum fuit Unde ratione et occasione arrestacionis molestacionis et injuste vexacionis predictae prefatus Thomas Mathewe fuit per Gallos hujus regni Anglie inimicus apprehensus et captus et ad portum de Depe in Francia adductus et ibidem pro redempcione sua vocata his ransom summam centum et viginti coronatorum Gallicorum Anglice cxx Frenche crownes adolvere coactus fuit Necnon in bonis rebus et mercibus suis pretexto et tempore capcionis hujusmodi ducentas libras legalis monete Anglie amisit et alia damna incurrit non modica Unde idem Thomas Mathewe spem aliam recuperandi hujusmodi dampna ac cetera premissa non habens nisi per arrestacionem dicte ciste ac apparatus et supplectulum in ea existentium . . . (*prayer for possession in common form*)

BESFEILLD v. MACKELEY.

A.D. 1557 File 27 (Trin. and Mich. bundle), No. 4. Mackeley, in France, chartered Besfeilld's ship, the 'Jesus' of Lowestoft, for the carriage of wines to Scotland, and entered into a bond for £300 warranting the ship against capture by Frenchmen or Scots; Besfeilld entering into a like bond for performance of the charter-party and warranting Mackeley's wines against capture by Englishmen. Mackeley, who was to sail in the ship, when he came on board, brought with him some Frenchmen who seized the wines. There upon the following sentence was passed. The libel is *ibid.* No. 75.

. . . Ideirco nos Willielmus Cooke . . . (*in common form*) . . . pro jure titulo et possessione prefati Thome Besfeilld in nave in hac parte libellata ipsamque navem ad eundem Thomam Besfeilld annis et mensibus in hac parte libellatis seu eorum aliquo jure domini seu quasi spectasse et pertinuisse eamque possedisse et occupasse dictumque Johannem Mackleye navem predictam ab antedicto Thoma Besfeilld domino et possessore ejusdem pro uno viagio cum eodem a portu de Conquet ad portum de Burdeux et abinde ad portum de Cocobary in regno Scotie peragendo conduxisse et nautizasse

¹ Sic.

ac pro vectura sive affectamento ejuslibet doli vini a dicto portu de Burdeux usque ad portum de Cocobery predictum per eum aut ejus deputatos in dicto portu de Burdeux in dictam navem onerandis se solitum¹ antedicto Thome Besfeilld summam viginti septem solidorum sterlingorum convenisse et pepigisse pronunciamus decernimus et declaramus. Necnon post et citra pactum et convencionem hujusmodi modo quo supra habitam initam et factam prefatum Thomam Besfeilld cum dicta nave sua a dicto portu de Conquet ad portum de Burdeux navigasse ac ibidem quadraginta dolia vini per supradictum Johannem Mackeley aut suum in ea parte deputatum in eadem nave onerata recipisse ac post receptionem hujusmodi quadraginta doliorum vini cum eadem nave sua et dictis quadraginta doliis vini in eadem oneratis et existentibus a dicto portu de Burdeux usque ad portum de Conquet predictum navigasse in eoque portu de Conquet eundem Johannem Mackeley navem libellatam cum sex viris Gallicis conscendisse eoque sex viros Gallicos dolo et consensu seu ratihabitione dicti Johannis Mackeley navem predictam cum dictis quadraginta doliis vini diripuisse spoliasse et secum abduxisse etiam pronunciamus et decernimus. Quocirca eundem Johannem Mackeley tam ad restituendum prefato Thome Besfeilld dictam navem suam unacum suis apparatibus et ornamentis vel eorum verum valorem quem ad summam centum et viginti coronatorum solum juxta ipsius Johannis confessionem coram nobis judicialiter in hac parte factam estimamus quam ad restituendum et satisfaciendum eidem Thome Besfeilld totum et integrum naulum pro vectura sive affectamento dictorum quadraginta doliorum vini predicti debitum quod ad summam liij^b monete prediete juxta ipsius Johannis consimilem confessionem judicialem coram nobis factam estimamus de jure teneri pronunciamus decernimus et declaramus. Atque eundem Johannem Mackley . . . (*condemnation in 120 crowns of the sun and £54 and costs in common form*)

GONNER C. PATTYSON.

A.D. 1558 File 29, No. 77-79. Article upon first decree. Ship and cargo decreed good prize of war to captors; jactitation of title.

In dei nomine Amen. Coram vobis venerabili viro David Lewis . . . *in common form* pars honestorum virorum Georgii Gonner capitanei navis nuncupate the Mary Flowre of Newcastle ad Richardum Hodgson Petrum Rydell Johannem Ellyson et Johannem Hayton de eadem

¹ Sic.

and John Hayton, [all] of the same place, and of his hired soldiers and associates, against the [said] ship and her apparel and furniture and the goods, things, wares, and merchandise specified in the schedule annexed to these presents, and also against William Pattyson, Paul Scrivener, and John Brown, who wrongfully pretend and proclaim that they have right and interest in the [said] ship and other things, and against any one else lawfully intervening in court before you on behalf of the [said] ship and her apparel and furniture, and on behalf of the aforesaid goods things and wares, says, alleges, and in this writing propounds in law: That, although the abovenamed George Gonner, and his aforesaid hired soldiers and associates, in the month of February last past, or thereabouts, by right of war captured as lawful prize the [said] goods, things, wares, and the [said] ship and her apparel and furniture, [belonging] to Scotchmen, foes and enemies of this famous realm of England, [and] found sailing in the Northern Sea of the said realm of England, and although besides that the same captors were and are by reason of the premises, as true owners and proprietors [thereof], in lawful and quiet possession of the aforesaid ship, goods, and merchandise in manner aforesaid captured by them, yet the abovenamed William Pattyson, Paul Scrivener, and John Brown, dwelling in the town of Campi, untruly asserting and pretending that the aforesaid captured goods, wares, and merchandise, and such ship [as aforesaid], ought to have belonged and appertained and to belong to them, whereas in truth they do not so belong, nor did they belong to them at the time of their capture, and untruly proclaiming that they have right and interest in the same [goods and ship], have openly and publicly said and asserted that they intended to vex and trouble the aforesaid George Gonner, and his aforesaid soldiers and associates in that behalf, and have striven [so to do], and do [so] daily proclaim and assert, to the no small prejudice loss damage and vexation of him, George, and of his aforesaid soldiers and associates; Wherefore on behalf of the same George, and such his soldiers and associates, a complaint has been put forward to you, lord judge aforesaid, [praying that] a suitable remedy in this behalf may be provided, and that the said William Pattyson, Paul Scrivener, and John Brown, in particular, may be cited at the said ship and merchandise in the port or town of Newcastle, and also in the street called Lombard Street, and in other public places of the city of London adjoining thereto, and that, in general, all and singular other the persons pretending to have right or title in the same may be cited to appear before you on the day and at the place specified in the citation or warrant in this behalf

issuing and now remaining in the registry of this court, to propound their right and interest, if they have any, in the aforesaid captured goods, as they are continually proclaiming that they have, and to show, allege, and propound in due form of law reasonable and lawful cause, (if any they have to show or allege), why the aforesaid captured goods, wares, and merchandise, and the [said] ship and her apparel and furniture, should not be adjudged to the said George Gonner and his soldiers and associates for lawful prize, and [why] they ought not to be declared true and lawful owners and proprietors of the same, and why perpetual silence should not be imposed upon them [Pattyson, Scrivener and Brown]; And they, being so cited, have not cared and do not care to appear, and have contumaciously incurred four defaults in this behalf . . . (*in common form; Gonner prays that the ship and goods may be declared good prize and that he may be put into possession*)

COLCLOUGH c. HOUND.

Elizabeth . . . to her most dear and faithful Edward lord Clynton and Say, her Admiral of England, and to his commissaries . . . (*in common form*) . . . Greeting: Whereas in the statute . . . (*reciting 13 Ric. II. c. 5, and 15 Ric. II. c. 3*) . . . And in the statute promulgated in the parliament of our lord Henry the Fourth, late King of England, held at Westminster in the second year of his reign, amongst other things it is contained that the said statute promulgated in the thirteenth year [of Richard the Second] should be firmly observed and duly executed, and that, further, the [same] statute and the common law should be enforced against the Admiral or his lieutenant so far as concerns the penalty to be laid upon them, and that he who deems himself aggrieved against the form of the said statute passed in the aforesaid thirteenth year [of Richard the Second] should have his action by writ founded upon his case against him who so sued him in the court of the Admiralty, and that he should recover double damages against the plaintiff, and that the same plaintiff should incur a penalty of ten pounds, to be paid to us, if he be convicted of so suing, as is more fully set forth in the aforesaid statutes; And now we understand that you, not fearing the aforesaid penalties, are holding before you, at Southwark in the county of Surrey, a certain plea between John Hound and Matthew Colclough touching a debt of two hundred pounds, and other things, contracts, complaints, and matters being and arising, as it is said, in our late town of Calais, within our late county of Calais, and not

gentibus ut dicitur coram vobis apud Southwerk in comitatu Surreie tenetis et ipsum Johannem ad respondendum inde prefato Matheo coram vobis in curia Admirallitatis predictae graviter distringitis et ipsum ea occasione multipliciter inquietatis minus juste in nostri contemptum et ipsius Johannis dampnum non modicum et gravamen ac contra formam statutorum predictorum Nos volentes statuta predicta immobiliter observari vobis mandamus quod placitis querelis sive contractibus predictis coram vobis ulterius tenendis supersedatis omnino ipsum Johannem contra formam statutorum predictorum non molestantes in aliquo seu gravantes Et si quid per vos in hac parte minus rite contra formam statutorum predictorum attemptatum fuerit id sine dilacione aliqua revocari faciatis Teste me ipse apud Westmonasterium xxiiij die Februarii anno regni nostri primo

(*Endorsed*) Per dominum custodem magni sigilli

DE ZUAN c. DE DONAT.

A.D. 1550 File 80, No. 41. Sentence for repayment of money deposited with defendant; libel *ibid.* No. 100,

. . . Ideirco nos David Lewis . . . (*in common form*) . . . prenomi-
natum Simonem de Zuan summam CCLⁱⁱ currentis monete Anglie in
manibus prenominati Anthonii de Donat deposuisse reliquisse et
dimississe ipsumque Anthonium Donat summam hujusmodi ab eodem
Simone causa depositi recepisse et habuisse juxta confessionem dicti
Anthonii coram nobis in hac parte judicialiter factam ac in Registro
remanentem pronunciamus decernimus et declaramus Eundemque
Anthonium de Donat ad solucionem et retradicionem dicte summe
CCLⁱⁱ prenominato Simoni de jure teneri et compellendum fore debere
eciam pronunciamus decernimus et declaramus . . . (*in common form*)

(*Signed*) VALENTINUS DALE

THOME c. COTTON.

A.D. 1550 File 80, No. 25. Sentence condemning Sir Thomas Cotton in the value
of goods taken by pirates, which have come to his hands. See File 80, No. 94.
libel; *ibid.* No. 49, defence; File 81, No. 176 appeal dismissed.

. . . Ideirco nos David Lewys . . . (*in common form*) . . . prefatum
Rochum Thomam¹ dominum proprietarium et oneratorem in navi

Sometimes spelt 'Thome.'

vocata the Holy Ghoste omnium bonorum mercium et pecuniarum in scedula libello predicto annexa mencionatorum tempore libellato fuisse navemque predictam cum prefatis mercibus et pecuniarum summis per Henricum Stranguisshe et suas¹ nautas et milites super alto mari piratice captam et occupatam ad predicti domini Thome Cotton militis gubernacionem custodiam et manus pervenisse. Eamque ex bonis mercibus et pecuniis predictis quingentos ducatos partim et pecunia numerata per predictum Rochem Thomam in nave predicta invecta et importata partim ex precio ejus saccari per prefatum Henricum Stranguisshe post spoliū hujusmodi commissum venditi redactos centum quinquaginta octo libras vj^s viij^d monete Anglie valentes septuaginta duos duplices ducatos xlvijⁱⁱ monete predictę valentes duo aurea numismata sive pecias auri vulgo dictas portigewies vj^s monete antedictę valentes novem pecias auri vulgo dictas Sainte Thomas coyne vijⁱⁱ monete predictę valentes xxiiij pecias saccari Anglice vocatas loves of sugar viijⁱⁱ diete monete valentes habuisse abduxisse et in usum suum convertisse et a dicto Rocho Thoma injuste detinuisse et detinere. Eundemque Thomam Cotton militem ad restitutionem ipsarum respective peciarum pecunie (xxx^{ia} ducatis duplicibus apud acta hujus curie per antedictum dominum Thomam Cotton relictis et depositis omnino exceptis et deductis) et saccari predicti si extant alioquin earum veri valoris quem singulatim ut supra dictum est estimamus prenominato Rocho Thome cogendum et compellendum fore pronunciamus decernimus et declaramus. Atque dictum dominum Thomam Cotton militem in prefatis pecunie summis (exceptis preexceptis) et saccari peciis aut eorum vero valore predicto necnon in expensis . . . condemnamus . . . (*in common form*)

(Signed) W. AUBREY

IN RE GURNEY, No. 1.

A D 1559 File 30, No. 5. Prohibition. Dispute as to Admiralty jurisdiction of Dartmouth. Dr. Cooke, judge of the Admiralty, had libelled Gurney, Wakam, and Cutt, burgesses of Dartmouth, for contempt in seizing within the liberties of Dartmouth certain wrecked goods, to which the Mayor and burgesses claimed to be entitled by grant from the Crown. In the previous reign (of Queen Mary) the judge of the Admiralty had been directed to stay proceedings in the case against the Dartmouth men¹ forasmuche as they are a party to

¹ Sic.

the matter'; see Acts of the Privy Council 1556-1558, by Mr. J. R. Darent p. 343. Upon the death of Queen Mary the proceedings were renewed. See *infra*, p. 113.

Elizabeth dei gracia Anglie Francie et Hibernie regina . . . (*in common form*) . . . Davidi Lewes legum doctorei judici sive presidenti curie Admirallitatis . . . (*in common form*) . . . Salutem Ostensum est nobis nuper in curia nostra coram nobis ex gravi querela Thome Gurney Andree Wakam Gilberti Rowpe et Johannis Cutt burgensium ville sive burgi de Dartmouth in comitatu Devonie quod cum in statuto . . . (*reciting 15 Ric. II. c. 3*) . . . Cumque eorundem a tempore cujus contrarii memoria hominum non existit fuit et habebat ac modo est et habet quoddam officium aqueballivi sive aqueballivatus ville de Dartmouth alias Clyfton Dartmouth Hardenes in predicto comitatu Devonie parcellæ ducatus Cornubie quod quidem officium tam dominus Henricus nuper rex Anglie octavus quam omnes progenitores sui reges Anglie in jure ducatus sui Cornubie per totum tempus predictum dederunt et concesserunt ad eorum bene placitum per literas suas patentes vel aliter pro termino vite vel annorum cuicunque persone sive quibuscunque personis illud capere volenti vel volentibus ad quod quidem officium pertinent et spectant et a tempore cujus contrarii memoria hominum non existit pertinebant et spectabant omnia et singula proficua wreccum maris et hujusmodi consimilia advantagia in le haven de Dartmouth ac infra aquas currentes et fluentes a salvo mare usque villam de Dartmouth predictam aliquantulum contingentia vel provenientia ac omnes et singuli aqueballivi ibidem eodem officio fungentes a toto tempore predicto virtute ejusdem officii habuerunt receperunt et perceperunt ac modo habent recipiunt et percipiunt omnia et singula proficua commoda et advantagia ac etiam wreccum maris infra le haven predictum ac infra easdem aquas ut proficua commoda et advantagia eidem officio spectantia et pertinentia Cumque insuper predictus nuper rex Henricus octavus per literas suas patentes debito modo confectas et magno sigillo suo Anglie sigillatas curieque dicte domine Regine nunc hic ostensas gerentes datum vicesimo tercio die Novembris anno regni sui secundo dedit et concessit maiori ballivo et burgensibus burgi sive ville sue de Dartmouth predicta et successoribus suis imperpetuum predictum officium aqueballivi sive aqueballivatus ville sive burgi predicti ac portus libertatum ac precinctus ejusdem ac omnia et omnimoda jura auctoritates proficua commoditates revenciones et emolumenta eidem officio quoquo modo spectantia sive de jure ante idem tempus pertinentia habendum tenendum et occupandum gaudendum et exercendum dictum officium una cum

the same office in any way belonging or of right before the same time appertaining, to have, hold, occupy, enjoy, and exercise the said office, together with the gains, profits, advantages, and emoluments to the same office before the same time appertaining or belonging, unto the aforesaid mayor, bailiffs, and burgesses, and their successors for ever, of [and from] the same late king and his heirs, dukes of Cornwall, by the yearly farm or rent of twenty-two marks, to be paid yearly into the hands of the general receiver of the aforesaid duchy, at Lostwithiel, in the county of Cornwall, at the feast of Saint Michael the Archangel; By virtue of which gift and grant the mayor, bailiffs, and burgesses of the same town or borough have and hold the same office of our Lady the Queen, that now is, as in fee farm and are seised thereof in their demesne as of fee, at the yearly rent aforesaid to be paid in manner aforesaid, that is to say unto themselves and their successors for ever; Nevertheless one William Cooke, doctor of laws, lately deceased, and late judge and president of the court of the Admiralty of England, contriving and feigning the said Thomas Gurney, Andrew Wakam, Gilbert Rowpe, and John Cutt, burgesses of the town or borough of Dartmouth aforesaid, against due form of law of this realm of England, and against the form and effect of the aforesaid statute, and against the tenour and effect of the aforesaid letters patent, unduly to oppress, trouble, and vex, [has cited] them, Thomas, Andrew, Gilbert, and John, to appear before him in the court of the Admiralty and to make answer in the same court to divers articles by him libelled against the same Thomas Gurney, Andrew Wakam, Gilbert Rowpe, and John Cutt, for that they, or one of them, one great anchor with certain pieces of rope or cable lately found in the sea as left derelict¹ by a certain great ship called a hulk, and arrested by one John Reynolds, one of the servants or officers of the same court, from such arrest took, detained and [now] detains or causes to be detained; And further for that they, or one of them, knows, believes, or has heard say that some sums of Spanish moneys wrecked and cast forth by the force of the sea from certain Spanish ships were found upon the sea off the shore of Dartmouth aforesaid; Whereof the sum of two hundred pounds sterling, or little more or less, came to the hands of them or one of them, and remains in their hands, or in the hands of one of them; Whereas, in truth, the anchor and pieces of rope aforesaid, and sums of money aforesaid, were wreck of the sea, and were found within the haven and liberties of the town or borough of Dartmouth, and within the body of the county of Devon, and not on the high sea, nor within

¹ Query as to construction.

mare nec infra jurisdictionem marittimam Ac modo vos prefatus iudex eosdem Thomam Andream Gilbertum et Johannem ad inde respondendum minus juste astrinxistis ac ipsos per ejusdem curie sententiam condemnari totis suis¹ viribus conati et indices machinati in nostri juris [?] contemptum et ipsorum Thome Andree Gilberti et Johannis dampnum prejudicium et depauperacionem manifesta ac contra formam et effectum statuti predicti et literarum patencium predictarum Et hoc iidem Thomas Andreas Gilbertus et Johannes parati sunt et eorum quilibet paratus est verificare Unde nobis supplicaverunt iidem Thomas Andreas Gilbertus et Johannes sibi de remedio congruo in hac parte provideri Nosque jura dicte corone nostre prout vinculo juramenti astringimur manutenere volentes (*prohibition in common form, tested by Cutlyn,² C. J. Q. B., and dated 20th Nov. 1559.*)

IN re GURNEY, No. 2.

A.D. 1560 File 30, No. 4. Prohibition; dispute as to Admiralty jurisdiction at Dartmouth. On December 9, 1559, Dr. Lewes had passed a sentence, *ibid.* No. 2, condemning Gurney for contempt in not executing a warrant from the Admiralty Court for the arrest of John Aylworthe and others. Aylworthe was in contempt for not executing a warrant to arrest John Cutt, who was in contempt for breaking an arrest put upon two hulks at Dartmouth, and for issuing a licence for the ship of one Marshe to sail during war time. By the same sentence Dr. Lewes had condemned Wakam for abetting Gurney and Rowpe in holding pleas at Dartmouth touching matters belonging to the Admiralty jurisdiction, and he had fined Gurney 25, and Wakam, Rowpe, and Cutt 10s. each; see the Articles, File 30, No. 1, and other proceedings, *ibid.* Nos. 170, 112, 107; File 33, No. 41; also In re Gurney, No. 1, *supra*, p. 110. Upon the granting of the following prohibition, dated May 23, 1560, the matter came before the Privy Council, who thereupon made the order given below,³ directing the Chief Justice to take no further proceedings in the matter of the prohibition.

Elizabeth dei gracia . . . (in common form, and, with slight variations, in the same words as the prohibition, *supra*, p. 111, as far as

¹ Sic.

² Appointed a Justice of the Common Pleas, 10th Oct. 1558; and by Elizabeth, C. J. Q. B. 22nd Jan. 1559.

³ At Greenwich the xviij of June 1560.

Whereas complaints hath ben made unto me by the Lord of the Council that the Lord Chief Justice of the Bench hath of late granted a prohibition for the stay of process in the Queens Majestys Courts of

thadmiralty in matters determinable there against certain men of Dartmouth named Thomas Gurney Andrew Wakeham John Cutt and Gilbert Rowpe Forasmuch as upon the examination of the circumstance of this matter the said Lord Chief Justice being called before my Lordes of the Council to answer and allege what he could for the same yt appeareth that the process made against the said persons in the

the devolution of the title to the Duchy of Cornwall and of the farm or rent of the water-bailiwick of Dartmouth through the preceding Sovereigns to Queen Elizabeth, and continues :) . . . That is to say, for that, when a certain strange or foreign ship, of thirty tons or thereabouts, laden with French goods and merchandise, arrived on the sea off the seashore and place called Dartmouth haven and there quietly came to anchor, at the time of the arrival of the same ship, one John Reynolds, who had been appointed under-marshall of the Vice Admiralty in the county of Devon aforesaid, was then present in a certain ship, called a hulk, laden with wines, then riding on the sea at the said maritime place called Dartmouth haven, and perceiving that the aforesaid ship then arriving there had come from a certain place called St. Malo in the realm of France, laden with linen cloth called canvas and other French merchandise, by virtue of his office took and received from one Nicholas Forlynger, merchant of the same ship, divers letters called letters of safe conduct and other writings similarly brought out of the said realm of France, and thereupon arrested the same ship and the aforesaid goods, and directed the same Nicholas on the next day following to journey to a certain place called Kingswear in the county of Devon aforesaid, near the town of Dartmouth aforesaid, and from there to go to one George Bassett, Vice Admiral of the same county of Devon, for the further examination of the premises ; And for that, on the said day next following, the aforesaid Andrew Wakam, with the knowledge, consent, and understanding of the aforesaid Thomas Gurney, Gilbert Rowpe, and John Cutt, had procured, haled, and forced the aforesaid Nicholas Forlynger [to go] from the aforesaid place called Kingswear to his [Wakam's] own house in Dartmouth aforesaid, and there kept the said Nicholas and his aforesaid writings from the custody of the said John Reynolds ; And for that the said Thomas Gurney, Andrew Wakam, Gilbert Rowpe,

Rowpe et Johannes Cutt cum diversis consanguinibus¹ et servientibus suis predictum Nicholaum Forlynger ab arresto predicti Johannis Reynolds custodientes diversas lites erga eundem Johannem Reynolds cepissent et movissent Et quod eorum unus pugionem ipsius Johannis Reynolds extra vaginam cepisset Et quod dictus Thomas Gurney gladium ipsius Johannis Reynolds cepisset et evaginasset et ipsum Johannem Reynolds si quidem ibidem astantes non impedivissent percutere voluisset et predictum Johannem Reynolds in gaola ejusdem ville tanquam prisonarium cum ferris et absque ferris per spacium octo sex vel quatuor dierum ad minus custodivit Utriusque contra eodem Thomam Gurney Andream Wakam et Gilbertum Rowpe articulativum libellando quod quilibet eorum clamabat habere jure dicti oppidi vocati Dartmouthe diversa regalia ad prefatos dominos nuper regem et reginam virtute et prerogative sue Admirallitatis Anghe spectantia et pertinentia veluti wreccum maris flotson jetson lagon et alia bona in mari aut super littus ejusdem reperta eademque a dicto officio ceperunt tenuerunt et disposuerunt Ac quod quilibet sive unus eorum assumpsit in se correccionem et reformationem injuriarum et aliarum transgressionum in mare ante littus de Dartmouthe predicta Et ulterius quod quoddam warrantum extra curiam Admirallitatis sub sigillo ejusdem curie prefato Thome Gurney sub pena duarum millium librarum ad arrestandum diversas personas traditum fuit Et quod dictus Thomas Gurney eundem warrantum non executus fuit nec retornavit sed mandatum dicti domini Admiralli exequi penitus dedixit et negavit ac literas dominorum privati consilii regie majestatis sibi ad officium predictum missas penes se detinuit Et ulterius quod iidem Thomas Gurney Andreas Wakam et Gilbertus Rowpe diversa vina ac alia bona et mercimonia in una le Barke et duabus navibus vocatis hulkes infra le haven de Dartmouthe predicta applicantibus sequestraverunt et dispositionem eorundem contra voluntatem predicti Johannis Reynolds super se assumpserunt et ceperunt Et insuper quod predictus Johannes Cutt et Gilbertus Rowpe arrestati et attachiati in oppido de Dartmouthe predicta per mandatum extra predictam curiam Admirallitatis ad comparendum in eadem curia a custodia ipsius qui eos arrestavit recesserunt disobedienter et obligationes pro personali comparencia sua in eadem curia non fecerunt Et preterea quod mense Januarii anno domini millesimo quingentesimo quinquagesimo septimo quedam navis oneris quinquaginta vel sexaginta doliorum a villa de Dartmouthe predicta

navigavit per licenciam ejusdam Cutt adtunc deputati maioris ejusdem oppidi et aliorum contra mandatum consiliariorum regie majestatis et literas eis inde in contrarium missas Ac quod navis illa per littus Gallicum transfretavit et ibidem per Francos capta fuit et Johannes Marshe magister et patronus ejusdem navis ac alii quadraginta vel quinquaginta naute similiter capti fuerunt Ubi revera applicacio navium predictarum ac omnia et singula enormia onera facta et gesta et alia acta res et enormia in articulis predictis et eorum singulis specificata mencionata objecta et allegata contra eodem Thomam Andream Gilbertum et Johannem sive eorum aliquem halata facta et perpetrata fuerunt infra libertates et jurisdictionem ville et aqueballivatus de Dartmouth predicta ac infra corpus predicti comitatus Devonie et non super altum mare nec infra jurisdictionem marittimam quoquomodo Ac modo vos prefatus David Lewes non solum eodem Thomam Andream Gilbertum et Johannem ad inde respondendum minus juste astrinxisti verum etiam sententiam ejusdem curie diffinitivam versus eodem Thomam Andream Gilbertum et Johannem et judicium super articulis predictis pronuntiasti et declarasti ac diversas denariorum summas versus ipsos et eorum quemlibet vigore ejusdem sentencie injuste et illicite taxasti Ac ipsos et eorum quemlibet in executione superinde habere capere et arrestare totis tuis viribus conaris et indices machinarius in ipsorum predictorum Thome Andree Gilberti et Johannis dampnum prejudicium et depauperacionem manifesta ac contra formam et effectum statuti predicti et literarum patencium predictarum Et hoc iidem Thomas Andreas Gilbertus et Johannes parati sunt et eorum quilibet paratus est verificare Unde nobis supplicaverunt iidem Thomas Gurney Andreas Wakam Gilbertus Rowpe et Johannes Cutt sibi de remedio congruo in hac parte provideri Et nos jura dicte corone nostre prout vinculo juramenti astringimur manutenere volentes et contra eadem nolentes ligeos nostros aliququaliter sectis vel sentenciis violari aut disturbari illicitis vobis prohibemus et precipimus . . . *(in common form as in Clayton v. Spicer, supra, p. 5)* . . . Teste Roberto Catlyn apud Westmonasterium xxij die Maij anno regni nostri [secundo?]

VAUGHAN c. WISKYN.

A.D. 1560 File 81, No. 184. Sentence against a shipowner for the value of goods of the plaintiff taken from the defendant's ship in the Thames; libel, File 80, No. 75.

. . . Ideirco nos David Lewes . . . (*in common form*) . . . pre-nominatum Willielmum Wiskyn tempore spoliacionis bonorum libellatorum dominum et proprietarium navis vocate an hoy libellate atque quendam Richardum Richardson eciam libellatum dicto tempore magistrum exercitorem sive gubernatorem principalem ejusdem navis libellate fuisse dictumque Richardum Richardson una cum suis complicibus Wiellielmum Pytte famulum dicti Cuthberti Vaughan de bonis et rebus libellatis spoliasse Eundem igitur Willielmum Wiskyn ad restituendum bona et res libellata si extent alioquin eorum veros valores dicto Cuthberto Vaughan de jure teneri et compellendum fore debere et cum effectu sic compelli pronunciamus decernimus et declaramus Necnon eundem Wiellielmum Whiskyn in bonis et rebus predictis si ut prefertur extent alioquin in eorum vero valore quem ad summam xv^s viij^d juxta ipsius Wiellielmi Wiskyn confessionem coram nobis judicialiter factam moderamus et estimamus atque eciam in expensis legitimis . . . (*condemnation in common form*)

MASON c. TRIPPE.

A.D. 1560 File 81, No. 169. Article upon first decree declaring title to a ship ransomed by her master.

In dei nomine Amen Coram vobis . . . (*in common form*) . . . pars honesti viri Johannis Mason contra et adversus quandam navem vocatam the Marie Thomas ac apparatus ejusdem ad ipsum spectantes ac contra Johannem Trippe ac contra quemcunque alium . . . (*in common form*) . . . in jure proponit Quod nuper vigente bello inter subditos hujus incliti regni Anglie et subditos Gallorum regis prefatus Johannes Mason tunc master sive magister dicte navis vocate the Marie Thomas fuit jure belli per subditos dicti Gallorum regis tanquam justa preda unacum dicta nave et apparatus¹ ejusdem captus Ac postquam dicti Galli ad¹ predictum Johannem Mason regnum Gallie cum nave predicta adduxerat¹ et in quieta possessione dicte navis et apparatus ejusdem fuerunt idem Johannes Mason eandem navem

¹ Sic.

vocatam the Mary Thomas cum apparatu ejusdem a Gallis predictis captoribus ejusdem pro certo precio inter eos tunc convento emelat et eandem navem cum apparatu ejusdem legitime acquisivit ac post premissa dictus Johannes Trippe prenommatum Johannem Mason a possessione ejusdem navis et apparatus absque aliqua auctoritate saltem sufficienti eiecit et ipsum de premissis injuste spoliavit Unde dictus Johannes Mason spem aliam . . . (*in common form*)

TREWYNERD c. TREWYNERD.

A.D. 1560 File 81, No. 78. Sentence condemning defendant in value of tithes of fish landed at St. Ives. See also File 80, Nos. 101, 224; File 81, No. 87; File 82, No. 222, protest of appeal. Trewynerd c. Newton, File 82, Nos. 58, 122; File 83, No. 252, is a similar suit upon the same matter.

. . . Idcirco Nos David Lewis . . . (*in common form*) pro jure titulo et possessione seu quasi rectorum et proprietariorum quorumcunque rectorie sive ecclesie parochialis Sancti Unini juxta Lalant cum capella de Saynt Ives in comitatu Cornubie eidem ecclesie spectanti prelibellatorumque rectorum sive proprietariorum antedictique Martini Trewynerd firmarii eciam ibidem moderni in decimis et juribus omnibus et singulis libellatis et infra eandem parochiam et capellam eidem predictam finesque et limites earundem qualitercunque et quandoque provenientibus et contingentibus jusque percipiendi et habendi easdem decimas omnes et singulas ad rectores sive proprietarios ipsorum firmarios quoscunque pro tempore existenti antedictumque Martinum firmarium hujusmodi jure et nomine ipsius rectorie sive ecclesie parochialis predictae spectasse et pertinuisse ac sic spectare et pertinere debuisse et debere eciam infuturum pronunciamus decernimus et declaramus Neenon Henricum Allen Johannem William Johannem Raine Laurencium Goodalle Richardum Barlar Henricum Raine Thomam Perkyne Richardum Man Unian' (?) Johannem Davy Johannem Andrewe Johannem Polkinhorn Richardum Jennin Peris Michell Thomam Syse Henricum Otes Johannem Bonawe Rawe Ewryn et Richardum Carrim in quarto articulo dicti libelli nominatos ac ceteros inhabitantes de Saynt Ives neenon dominos et proprietarios trium navicularum vulgariter vocatarum the Peter the Tregenna and the Lanse de S^t Unini predicta ac dominos et proprietarios quatuor navicularum vocatarum fowre swayn hostes alias dictarum heringes pisees in dicto quarto articulo mencionatos infra

flow of the sea, and within the maritime jurisdiction of the principal court of the Admiralty of England, and within the precinct and boundaries and limits and titheable places of the said parish of St. Wenn and of the chapelry of St. Ives, and brought the same to the shore of the said parish; And that afterwards George Trewynerd or his agents in that behalf, without any lawful authority, received and converted to their own use the tithes or the tenth part of the fish so caught as aforesaid by the persons aforesaid; And that he, George Trewynerd, was duly asked to deliver or give up such tithes so received by him as aforesaid, and unjustly refused to do so; And also that he is of right bound, and ought, to deliver up the same; And We condemn him, George Trewynerd, in the tithes aforesaid, if they are in existence, and if not, then in their true value, which We estimate and assess at the sum of £3, according to the admission of him, George, made in court in this cause, and in costs . . . (*in common form*)

DE CURIEL c. FORDE.

(*Contemporary translation.*)

Yf any Frensh shipp make prise of any shipps of such as be our frends or allies in which shipps there be any merchaundizes or traffick appertaining to the ennemies the whole shalbe declared good prise.

Because that heretofore under color of practise and intelligence that some of our allies and confederattes share with our ennemies when there was any prise made on sea by our subjectes many processes were moved by our said allies saying that the goodes taken in warr belonged unto them under color of some part or portion which they had with our said enemies Whereuppon hath followed great damages to our said subjectes By meanes whereof our said subjectes have feared ever sethence to trime or appointe any shipps of warr to doo us service, and to endamage our said enemies We desyringe to remedy suche deceiptes and to thend that our said subjectes may be the better encoraged and have the more desyer and occasion to trime

et occasion dequipper navires en guerre par mer avons voulu et ordonne voulons et ordonnons suyvant autres noz ordonnances que si les navires de nosdictz subjects son prinsez par mer d'aucunes navires appartenans a autres noz subjects ou a noz allies confederéz et amis esquelz y ayt biens marchandises ou gens de noz ennemis ou bien aussi navires de nosdictz ennemis esuelles y ayt per-sonnes marchandises ou autres biens de nosdictz subjectz allies confederéz et amys ou esuelles nosdictz subjectz confederéz et allies fussent partionniers en quelque portion que le tout soit declare de bonne prinse

RAVENS c. HOPTON.

A.D. 1561 File 32, No. 230. Sentence on policy of assurance; File 31, No. 102, the copy policy is printed *supra*, p. 51. The libel is File 31, No. 153, and the answer *ibid.* Nos. 27-28. The defence was that the goods were assured by two policies, and that the second was therefore void; also, that the goods were not loaded at San Lucar, but at Cadiz; see also *ibid.* No. 11, allegation that goods to the value of £43, besides those specified in the bill of lading, were put on board in a chest at Seville in the presence of George Hopton.

. . . Ideirco Nos David Lewes . . . (*in common form*) . . . pre-nominatum Georgium Hopton summam quinquaginta librarum legalis monete Anglie ex quodam contractu civili et marittimo inter dictos Johannem Ravens et Georgium Hopton inito habito et facto prefato Johanni Ravens tam juxta ipsius Georgii Hopton confessionem coram nobis judicialiter factum et penes Registrarium¹ hujusmodi curie remanentem quam per alias probationes legitimas in dicta causa habitas et factas debuisset et debere necnon ad solvendum eandem summam dicto Johanni Ravens de jure teneri et compellendum fore pronunciamus decernimus et declaramus . . . (*condemnation in £50 and costs in common form*)

SPRYNGHAM c. WALLETT.

A.D. 1561 File 32, No. 210. Prohibition. Spryngham, as holder of a promissory note payable to Tuckying or bearer, (*ibid.* Nos. 231-232), sued Wallett, the maker, for the amount of the note. The libel, *ibid.* No. 232, alleges that the debt arose upon a civil and maritime contract made beyond sea. The prohibition issued upon the ground that the contract was made in London. See also the allegation, *ibid.* No. 223, of payment or set off.

Elizabetha . . . (*The writ begins in the usual form, reciting 13 Ric. II. c. 5 and 15 Ric. II. c. 3, and continues*) . . . Quidam tamen

¹ In the original 'Registrum.'

Spryngham citizen and grocer of London, not weighing the laws and statutes aforesaid, [and] contriving unlawfully to trouble, oppress, and vex him, Peter Walleth, against due form of the law of this realm of England and against the form and effect of the aforesaid statutes has drawn him into a suit before you in the Court of Admiralty, for that the said Peter Walleth in the month of July in the year of our Lord 1556 last past was bound and indebted upon a civil and maritime contract had and made in [parts] beyond sea to one Rutger Tuckyng in a sum of £95 10s. sterling [to be paid] on a certain day now past, gone, and elapsed, as [more fully appears] by certain letters obligatory thereupon made and subscribed with the proper hand of the said Peter Walleth, and signed with his usual sign, and handed and delivered to the aforesaid Rutger Tuckyng or to his agent or factor by him Peter Walleth as his act and deed, being of the tenor or effect [contained] in the schedule annexed to the libel exhibited by the said Richard Spryngham in the said Court of Admiralty; And for that the said Rutger Tuckyng was and is indebted and liable to the said Richard Spryngham upon a civil and maritime contract had and made in parts [beyond] sea in the said sum of £95 10s.; And, further, for that by reason of the premises and for other reasonable and lawful causes, after and since the premises, and by reason of the premises, the said Rutger Tuckyng by and with the express consent and assent of the aforesaid Peter Walleth handed and delivered the said letters obligatory libellate to Richard Spryngham, and assigned to him, Richard Spryngham, his action that lay upon the premises against the said Peter, and constituted him his agent to receive the said debt on his own account; And the said Peter Walleth often and upon several occasions, or at least once, openly and publicly promised that he would pay the said sum of £95 10s. sterling mentioned in the said letters obligatory to the said Richard Spryngham in respect of and for the [aforesaid] debt, and took upon himself the payment of the same; [And so the said Richard Spryngham] has drawn [him Peter Walleth] into a suit before you in the Court of Admiralty; Whereas in truth the aforesaid bill obligatory was made, written, and delivered to the same Rutger Tuckyng within the body of the county of London, to wit, in the parish of Saint Mary le Bow in the ward of Cheap in London, touching divers wares bought by the aforesaid Walleth of the aforesaid Rutger within the body of the county of the city of London, to wit, in the parish and ward aforesaid, and not for any civil or maritime cause or contract, as the aforesaid Richard Spryngham alleged, against him, Peter, in the said Court of Admiralty; And the same

Admirallitatis libellando allegavit Ac idem Richardus Spryngham dictum Petrum Wallett ad inde respondendum ac ad reddendum eidem Richardo dietas nonaginta quinque libras et decem solidos per diffinitivam diete curie Admirallitatis sententiam totis suis viribus conatus et indies machinatus in nostri contemptum . . . (*the rest in common form as above, p. 5, with prohibition tested by Colln, C.J.Q.B., dated 17th June 1561*)

TYSER c. THOMPSON.

A.D. 1561 File 32, No. 93. Sentence for wrongful arrest of a ship at Amsterdam : see also *ibid.* Nos. 123, 156, 211.

. . . Ideirco nos David Lewes . . . (*in common form, pronouncing that John Tyser was owner of the ' Barke ' of Sandwiche and of her cargo of coals*) . . . Neenon dictam navem apparatusque et ornamenta ejusdem in portu de Hamsterdame per prenominatos Johannem Allerson et Novinum Thompson nulliter et injuste ac sine aliqua saltem legitima causa detentam atque arrestatam atque eo protexis dictum Johannem Tyser damnum jacturam et interesse passus fuisse et esse ac sustinuisse ad summam sive valorem xx^u pronunciamus decernimus et declaramus Neenon prenominatum Johannem et Novinum . . . (*condemnation in common form*)

TYE c. SPRYNGHAM.

A.D. 1561 File 32, No. 19. Sentence for half wages upon the abandonment of the voyage through stress of weather ; law of Oleron ; libel, *ibid.* No. 50.

. . . Ideirco Nos David Lewis . . . (*in common form*) . . . prenominatum Richardum Spryngham anno et mensibus libellatis eorumve mensium quolibet pluribus uno sive aliquo navis libellate vocate the Josephe of London ejusque apparatus et ornamentorum dominum et proprietarium fuisse atque cum prenominato Georgio Tye et ceteris ejus litisconsortibus predictis ad faciendum et expediendum viagium libellatum cum navi hujusmodi et ceteris premissis a portu Southampton per altum mare ad portum de Burdeaux pepigiisse et convenisse atque eosdem agentes omnes et singulos in ea parte per se et ejus deputatum salariasse et conduxisse atque magistrum et marinarios ejus navis predictae constituuisse et deputasse Neenon ad solvendum vel solvi faciendum eidem Georgio Tye et ceteris ejus litisconsortibus predictis summas sive salarium in schedula libello predicto annexa respective mencionatas pro viagio predicto fideliter promississe juxta confes-

the same George Tye, and the others his co-plaintiffs, for the voyage aforesaid, the sums or salaries respectively mentioned in the schedule annexed to the aforesaid libel ; And We also pronounce, decree, and declare that he, George Tye, and the others his co-plaintiffs aforesaid, undertook and began the journey or voyage over the high sea from the said port of Southampton to the port of Bordeaux ; And that not far from a place in the sea called the Forne Rock, near the maritime parts of Brittany, by the force of the sea and weather their mainmast was carried away, and the masters and mariners and the ship aforesaid were driven and forced back by the aforesaid tempest and sea to the port of Portsmouth ; And that they, George Tye, and the others his co-plaintiffs aforesaid, the said ship being at Portsmouth, were by the means and by reason of the said Richard Spryngham dismissed from the same ship ; And We also pronounce, decree, and declare that the abovenamed Richard Spryngham by reason of the premises is of right bound and should be compelled to make good to each of the said plaintiffs one half part of his wages or salary aforesaid agreed upon and respectively mentioned in the said schedule annexed, as aforesaid, to the aforesaid libel . . . (*condemnation in common form*)

IN RE FABYAN, CAINE c. FABYAN.

(*The writ begins in the same form as that in Spryngham c. Wallett, supra, and continues :*)

. . . For that, whereas the aforesaid Jacob Caine had paid to one Thomas Smyth, Our collector or customer in the port of London, for the customs duty upon divers casks of Gascon or French wine, called tuns of the wine aforesaid, belonging to John Fabyan, £77 6s. 8d. of current English money due to Us, as he asserts, the same John Fabyan refused and objected to repay the said sum to the aforesaid Jacob, and unjustly constrained him, John, who was attached in the Court of Admiralty, to appear before you, and also to make answer to

ad inde respondendum minus juste astrinxit ac ipsum Johannem superinde in eadem curia condemnari totis suis viribus conatus et indies machinatus in nostri contemptum et ipsius Johannis dampnum prejudicium et depauperacionem manifesta ac contra formam et effectum legum actuum et statutorum predictorum Et hoc idem Johannes paratus est verificare una cum hoc quod idem Johannes verificare vult quod solucio pecuniarum predictarum ac onus contractus superinde inter ipsos Johannem et Jacobum habiti sive facti fuerunt habiti et facti¹ infra corpus comitatus civitatis Londonie et non super altum mare nec infra jurisdictionem marittimam Ac pro eo quod per libellum per ipsum Jacobum contra dictum Johannem in predicta curia Admirallitatis exhibitum ac curie nostre hic ostensum plene apparet quod materia in eadem¹ contenta in dicta curia Admirallitatis juxta leges regni nostri Anglie nullo modo determinari potest . . .
(prohibition in common form, tested by Catlyn, C.J.Q.B., and dated 11th June 1562)

REVELL c. BONA STRINGAR.

A.D. 1562 File 88, No. 96. First decree; non-delivery of goods contracted to be carried from Hull to Stockwith.

In dei nomine Amen Coram vobis . . . Pars probi viri William Revell . . . in jure proponit Quod mensibus . . . *(all in common form)* . . . prenomatus Willelmus Revell fuit et est dominus et proprietarius legitimus seu quasi duorum le hogges headdes of whyte wyne and certen yron aliorumque bonorum rerum et mercium quodque idem Willelmus cum predicto Thoma Stryngar de fideliter transportando bona res et merces predicta infra duos aut tres dies immediate sequentes contractum eorum in ea parte a portu de Hullen' per mare flumenque et refluxum maris ad locum marittimum vocatum Stockwythe infra jurisdictionem marittimam Admirallitatis Anglie pro certo naulo inter eos in ea parte convento et dicto Thome Stringar soluto pepigit contraxit et convenit idemque Thomas de perimplendo contractum et convencionem hujusmodi prefato Willelmo Revell bona fide promisit atque dicta bona res et merces ab eodem ad finem et effectum predictum recepit et habuit prefatusque Willelmus Revell curros quosdam et cetera in ea parte

¹ Sic.

necessaria ab oppido de Mannfeld in Sherewood in comitatu Nottingham' ubi commoratur ad dictum maris locum vocatum Stockwith distantem prope viginti miliaria aut circiter die sive tempore in ea parte constituto ad vehendum bona et res et merces hujusmodi ab illinc ad domum suam ejus gravibus et onerosis sumptibus salariavit conduxit misit et destinavit Dictus tamen Thomas Stringar premissis non obstantibus ejus contractum et promissum predict' perinpendens alia viagia unum dua¹ vel plura ad partes alias cum ejus navicula predicta etiam per spacium x ix viij vij vj aut v hebdomadas peregit aut fieri procuravit cujus temporis cursu non solum dicta bona res et merces dicti Willelmi Revell culpa incuria et negligencia dicti Thome Stringar saltem maxima ex parte dilapidata divastata et corrupta fuerunt verum etiam vehicule sive curris¹ que ad effectum predictum providebat et destinavit vacuos et inanes¹ revertelant quorum quidem premissorum obtentu Idem Willelmus dampnum et jacturam in ejus bonis rebus et mercimoniis et ceterorum premissorum obtentu passus est ac sustinuit et habuit ad summam sive valorem vj¹ xij¹ iij¹ quodque dictus Thomas Stringar ad solvendum et satisfaciendum memorato Willelmo Revell de et pro ejus dampnis et jacturis predictis sepius seu saltem semel debite requisitus hoc facere penitus recusavit seu saltem plus justo distulit et differt Unde dictus Willelmus Revell spem aliam . . . (*arrest of the goods, and prayer to be put into possession in common form*)

IN RE FABYAN, JAKES c. FABYAN.

A.D. 1562 File 35, No. 171; Mandamus on 2 Hen. V. c. 8, ordering a libel to be delivered to Fabyan, and prohibition. The suit was for the balance of money owing to Jakes upon a bill drawn by Fabyan in Bordeaux, part of the amount having been recovered by Jakes upon a first decree against wine of Fabyan; see File 38, No. 255, libel dated June 18, 1562, No. 189, sentence dated Feb. 10, 1562; first decree, *ibid.* No. 280 dated May 25, 1562. See also In re Fabyan, *Came c. Fabyan supra* p. 123.

Elizabeth . . . Edwardo Fynes . . . Domino Clynton et Say magno Admirallo . . . suove . . . locumtenenti Salutem . . . Ex gravi querela Johannis Fabyan accepimus quod cum idem Johannes attachiamento et arresto per vos versus eundem Johannem ob certas causas ad promocionem Johannis Jakes adjudicato ad diem et locum et addictum coram vobis comparens obtemperaverit et obediit Idemque Johannes Fabyan ad inde juxta juris exigen-

¹ Sic.

to the requirement of law, prayed that a libel or articles might without delay be delivered to him according to the form of the statute passed in the second year of the reign of Our lord Henry the Fifth, late King of England, Our ancestor ; And you, making that statute of no account and not weighing the same, have delayed and still delay to cause any libel or articles touching the premises to be delivered to the same John Fabyan, in contempt of Us and to the manifest damage and impoverishment of him, John Fabyan, and against the form and effect of the aforesaid statute ; We, being minded that that statute should be observed in all its particulars, and being unwilling to permit Our lieges to be harassed and vexed by unlawful delays and suits against the same sure provision of the king, command you that, according to the form of the aforesaid statute, you deliver without any delay to the same John Fabyan the libel or articles against the same John Fabyan remaining in your hands,¹ to the end that he may cause Our royal prohibition thereupon in that behalf required² to be handed and delivered to you ; And further we prohibit you from in any way holding before you, or any of you, the aforesaid plea brought against the aforesaid John Fabyan touching or upon the premises, by whatsoever name the same John Fabyan be brought before you, or any of you, and from attempting anything thereupon that may in any way tend to his prejudice or to the derogation or contempt of Us or Our law or the custom of Our realm of England, under peril of incurring the punishment due to a violator of Our law ; And if you have on that account fulminated any sentence against him, John Fabyan, [We command you] to absolve and wholly discharge him from the same, at your imminent peril. Witness, Robert Catlyn, at Westminster, on the 13th day of October in the sixth year of Our reign
Rooper and Heyewood

To the noble and all-powerful man, the lord Edward Fynes, knight of the most illustrious order of the Garter, lord Clynton . . . (*or to his deputy, in common form*). [Writ] for Fabyan about having a libel.

DENAKER c. MASON.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare that William Harrys, named in the said libel, in the year libellate owed the sum of £50 to the aforenamed John

¹ Qy. *residen*'.

² The construction is not clear.

Denaker by way of exchange ; And also that the bill for the payment of such sum or debt, subscribed by the proper hand of the said William Harrys, came to the hands and possession of the aforesaid John Mason ; And that the same John Mason afterwards in pursuance of the said bill received and had from the wife of the said William Harrys the said sum of £50 owing as aforesaid to the said John Denaker, and unjustly detained and detains [the same] from the aforesaid John Denaker, according to the admission of the said John Mason judicially made before Us and now remaining in Our registry, which admission We take and desire the same to be taken as here read and inserted, so far as the same is requisite . . . (*condemnation in common form*)

OFFICIUM DOMINI c. JACOBSON.

. . . Therefore We, David Lewes, . . . (*in common form*) pronounce, decree, and declare that the aforementioned Robert Symondson was owner and proprietor of 22 quarters of barley and 16 firkins of butter in the months and year libellate ; And also that in the same year and months, or in some one of the same months, he put on board ship and loaded or caused to be put on board and loaded the aforesaid 22 quarters of barley and 16 firkins of butter, (besides and beyond the 150 quarters of barley for the exportation of which he had a licence from the Lord Treasurer of England), for the purpose of exporting the same from this realm of England to parts beyond sea in the said ship called the 'Beaver' of Campi [?], then riding at anchor in the port of Lynn in the county of Norfolk, contrary to the tenor and effect of a certain Act passed in the parliament held in the first and second years of the reigns of Philip and Mary, late king and queen of England ; And that the same Cornelius Jacobson received the same goods in the aforesaid ship and sailed with them to parts beyond sea ; And that afterwards the aforesaid Robert Persey and William Creyke caused the said ship, with the said barley and firkins of butter, to be arrested upon the high sea and to return to England, [and] caused the said barley and firkins of butter to be arrested as goods confiscated or forfeited ; And that, therefore, the 22 quarters of barley and 16 firkins of butter were so forfeited and confiscated ; And further We pronounce, decree, and declare that the beforesaid Robert Symondson by reason of the premises is liable [to pay] double the

eorundem preter hujusmodi ordeum teneri pronunciamus decernimus et declaramus Eundemque in duplici valore dictorum xxij quarteriorum ordei et in simplici valore dictorum sexdecim le fyrkyns butiri preter ipsum butirum quem juxta apreciacionem alias in hac parte factam ad summam triginta librarum et x^s legalis monete Anglie estimamus et moderamus condemnandum atque condempnatum ad realemolucionem prefati ordei et butiri duplicis valoris¹ juxta formam predicti statuti unam scilicet medietatem domino Admirallo ad usum officii domine nostre regine sue Admirallitatis Anglie et alteram medietatem predicto Roberto Persey et Willielmo Creyke cogendum et compellendum fore debere pronunciamus decernimus et declaramus . . . (*condemnation in common form*)

WARRANT TO APPRAISE WRECK.

A.D. 1564 File 37, No. 226. *Ibid.* No. 225, Indenture of appraisement.

Edwardus Fynes preclari ordinis garterii miles dominus Clinton et Say magnus Admirallus Anglie Hibernie et Wallie ac dominiorum et insularum eorundem ville Calesie et merchiarum ejusdem Normanie Gasconie et Aquitanie classisque et marium dictorum regnorum Anglie et Hibernie prefectus generalis Willielmo Edwardes de Dunstar in comitatu Somersetie famulo nostro Salutem Precipimus tibi quod scapham sive naviculam et alias res in dorso presentium specificatas dudum infra fluxum et refluxum maris et aque ac jurisdictionem marittimam Serenissime domine nostre Regine sue Admirallitatis Anglie tanquam flotzon lagon et maris ejectum juxta partes et confines comitatus predicti respective repertas ac per te sesitas ac officio nostro debite presentatas per sacramentum proborum et legalium hominum locorum ubi res hujusmodi existunt et reponuntur juste ac fideliter apreciari ac estimari facias Indenturis inde inter te et appreciatores predictos precium valorem bonitatem et pondus illarum rerum in se continentibus debite conficiendis Ita quod alteram partem Indenturarum predictarum habeas coram nobis aut nostro in curia predicta locumtenenti iudice sive presidente aut alio dicte curie presidenti quocunque apud pretorium sive locum solitum judiciale ejusdem in burgo de Southworce juxta pontem civitatis Londonie notorie situatum crastino die juridico post festum Sancti

¹ Sic.

next court day after the feast of Saint Hilary, the bishop, next to come, at the usual hour for causes, there to be delivered at the same place and time or to our said lieutenant, together with this our order ; And this in no wise fail to do, at your imminent peril ; Given at London in the aforesaid court under the seal of the same court [that is used] for causes on the 14th day of the month of November 1564 and in the sixth year of the reign of the queen our lady Elizabeth, by the grace of God queen of England, France, and Ireland, defender of the faith

(*Endorsed*) First one boat or skiff found at a maritime place called Porlock bay

Also, one yard called a mesen yarde fourty feet long

Also, two fasts or ropes called cables

Also, four pieces of ordnance called in English four baases

BARREY c. ROBINS

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare that the aforementioned Edmund Barrey and Thomas Sergeant, and their sailors and associates, took possession of, entered, and with great labour and peril and risk of their lives salved a French ship called the 'Jeanette' of Fécamp, laden with woad and

ac rebus quibusdam aliis libellatis onustam a predicto Johanne Robins prius captam et ob imminens submersionis periculum quasi pro derelicto ab eo habitam recepisse intrasse ac cum magno labore et vitarum suarum periculo et descrimine salvasse eaque ratione congruam seu rationabilem partem sive porcionem dicte prise seu prede pro rata ejusdem onerumque navium suarum et navium dicti Robins et consortium suorum quantitatisque dicte prise seu prede prefatis Thome Sergeant et Edmundo Barrey de jure deberi Necnon navem Gallicam predictam ac pastelli ballettas aliasque res in eadem existentes ad manus possessionem ordinem seu dispositionem dicti Johannis Robins pervenisse pronunciamus decernimus et declaramus Eundem igitur Johannem Robins in congrua porcione seu parte clari valoris dicte navis Gallice pastelli et aliarum rerum in ea existentium quam partem sive porcionem ad summam ducentarum librarum currentis monete Anglie taxamus et estimamus atque dictum Johannem Robins in summa hujusmodi necnon in expensis legitimis
(*condemnation in common form*)

MATTHEWE c. GOYTE.

A.D. 1565 File 87, No. 168 ; sentence for share of prize ; joint captors ; libel, *ibid.* No. 83 ; protest of appeal *ibid.* No. 180.

. . . Idcirco nos David Lewys . . . (*in common form*) . . . predictos Richardum Fowler alias Vowler et Milonem MattheWE aggressos et persecutos fuisse navem vocatam Gallicam ¹ the Katheryne Ac deinde memoratum Richardum Fowler capitaneum cujusdam navis vocate a pynnes una et simul cum predicto Richardo Goyt duce sive capitaneo cujusdam navis vocate the Anne Goyte navem dictam Gallicam vocatam the Katheryne expugnasse et simul in eandem intrasse ac aliquamdiu simul occupasse et possedisse Ac deinde memoratum Richardum Fowler et complices suos ex dicta nave per memoratum Richardum Goyte et ejus commilitones per vim injuste expulsos fuisse Eaque ratione predictum Richardum Goyte ad restituendum dicto Richardo Fowler quartam partem dicte navis Gallice instructe necnon omnium apparatusum ornamentorum bombardarum mercium et bonorum omnium et singulorum in eadem nave contentorum si extant alioquin ad eorundem valorem verum quem ad summam centum quinquaginta

¹ Sic. 'Gallicam' is interlineated in the wrong place.

cially made before Us, at the sum of £150 of current lawful English money . . . (*condemnation in common form*)

THORNETON c. THE 'ELIZABETH BONAVENTURE,' AND JOBSON,
OWNER.

In the name of God Amen Before you . . . (*in common form*) . . . the party of the honest men, George Thorneton the elder, captain of a ship called the 'Elizabeth Bonaventure' of Hull, George Thorneton the younger, master of the aforesaid ship, the boatswains, anchormen,¹ and the rest of the seamen and mariners of the same ship, and of the mariners of the ships called the 'Marmoset,' the 'Hare,' and the 'Hound,' against the said ship called the 'Elizabeth Bonaventure,' and her apparel and furniture, belonging to Walter Jobson, and also against the said Walter Jobson, and also against every one else lawfully intervening in judgment before you for him, or for the aforesaid ship and her apparel and furniture . . . (*in common form*) . . . propounds in law That the said captain, master, boatswains, anchormen, sailors, and mariners of the said ships, in the year of our Lord 1564, and in the months occurring in the same year, or in some one of the same months, were by the aforesaid Walter Jobson hired and sent to sail in the aforesaid ships respectively to conduct them over the high sea from this realm of England to distant parts beyond sea; And that, whilst pursuing such journey or voyage, they gave, performed, and supplied upon the high sea aforesaid their work, labour, and service in that behalf for eight and a half months or thereabouts; And that such ships were so smitten, shattered, and broken by the force of sea and weather that they were in no way able to accomplish or perform such voyage, but were of necessity obliged to return and sail back to England; And that by reason of the premises the aforenamed Walter Jobson owed and owes the sum of £413 6s. 6d. to the captain, master, boatswains, anchormen, seamen, and mariners for their wages or salaries in the aforesaid voyage, according to a proportionate part of the time aforesaid; Wherefore the same captain, master, boatswains, anchormen, seamen, and mariners aforesaid, having no other hope of

¹ Correctores, anchorarii.

ad recuperandum eorum stipendia sive salaria in ea parte debita non habentes nisi per arrestacionem navis predictae ejusque apparatus et ornamentorum . . . (*in common form*)

RIDOLPHIE c. NONEZ.

A.D. 1565 File 87, No. 115, sentence on policy; File 85, No. 288, the policy; *ibid.* No. 128, defence, that the insurance was not in plaintiff's name, and that he had no interest in the ship assured; *ibid.* No. 46, allegation that insurance may be in the name of another than the owner. Appeal dismissed, File 89, No. 77. The policy is set out, *supra*, p. 52.

. . . Idcirco nos David Lewis . . . (*in common form*) . . . prenomi-
natum dominum Hectorem Nonez Robertum Springham et Robertum
Dove inter alios navem vocatam the St John Baptiste ejusque
apparatus et ornamenta ac municiones et naulum necnon periculum
viagii sivi itineris cum eadem nave a portu de Ligorne ad portum de
Cales per altum mare fiendi assecurasse et in se suscepisse et accep-
tasse sub modo et forma in scedula assecuracionis hujusmodi eorundem
respective manibus subscripte et in registro hujus curie remanentis ac
per eorum quemlibet confesse quam pro hic lecta et inserta quatenus
ipsorum quemlibet tangit et concernit habemus et haberi volumus
quatenus expedit atque cum dicto Roberto Ridolphie in ea parte
pepigisse et convenisse pronunciamus decernimus et declaramus
Navemque predictam et cetera ad eandem spectantia in itinere sive
viagio predicto penitus periisse ac submersam fuisse et esse Necnon
prenominatos dominum Hectorem Nones summam xx^{li} Richardum
Springham summam xxij^{li} vj^s viij^d et Robertum Dove summam xvj^{li}
juxta eorum confessiones predictas quas pro hic eciam lectas et
insertas habemus et haberi volumus Necnon juxta tenorem dictae
bille sive scedule assecuracionis eorum manibus ut prefertur sub-
scripte prefato Roberto Ridolphie pretextu premissorum respective
debuisse et debere Atque ad solucionem et satisfaccionem debiti hujus-
modi de jure teneri et compellendum fore debere juxta eorum respec-
tive confessiones coram nobis judicialiter factas et in registro hujus
curie remanentes eciam pronunciamus decernimus et declaramus . . .
(*condemnation in common form*) and signed

DA. LEWES

BANSTED c. COXE.

Elizabeth, by the grace of God &c. . . . to David Lewes . . . (*in common form*) . . . It has been lately shown to us in our court before us upon the grievous complaint of William Coxe and Alice, lately his wife, his relict and the executrix of his testament or last will, that whereas in the statute . . . (*reciting 13 Ric. II. c. 5 and 15 Ric. II. c. 3*) . . . And whereas the aforesaid Henry Leeke, in his lifetime, and one Roger Bansted, citizen and broderer of the city of London, were possessed of a certain ship called the 'James Bonaventure' of London, lying at anchor in the river Thames, to wit, at Blackwall in the county of Middlesex, to wit, the said Roger Bansted of two [third] parts, and the aforesaid Henry Leeke of one [third] part of the same ship; And, being so possessed thereof, the aforesaid Roger Bansted, as the same Roger in his libel in the said court of Admiralty alleges and suggests, laid out paid and expended divers sums of money upon apparel, furniture, and provisions for the same ship at divers times during the lifetime of him Henry, amounting in all to the sum of £570 5s. 10d., as by the said libel and by a certain schedule annexed to the said libel of the aforesaid Roger exhibited in the court of Admiralty against the aforesaid Alice more fully appears; And whereas also all and singular pleas and complaints concerning all debts trespasses and accounts whatsoever of right appertain and belong to us and to our royal court [held] before us and not to the court of the Admiralty; Nevertheless the aforesaid Roger Bansted, by no means weighing the aforesaid statutes, but wickedly contriving against the form of the aforesaid statutes and against the laws and customs of this realm of England, unduly to vex, oppress, and weary the aforesaid William and Alice, after the death of the aforesaid Henry, by reason of a contract made within the body of the county of the city of London, has drawn her, Alice, into a suit in the court of Admiralty before you concerning and in respect of a half of the said sum of £570 5s. 10d. specified in the aforesaid schedule annexed to the aforesaid libel of him, Roger, and owed to the same Roger by the aforesaid Henry Leeke in his lifetime, as he, Roger, by the libel and schedule aforesaid exhibited to our court before us craftily has suggested, craftily and deceitfully libelling against the same Alice that the aforesaid Roger Bansted and Henry Leeke were partners in a certain ship

quadam nave vocata the James Bonaventure of London ac eandem inter se communiter et jure societatis diu possederunt Quodque idem Henricus terciam partem ejusdem navis tenuit habuit et possedit ac quod prefatus Henricus Leeke ratione predictæ terciæ partis ejusdem navis pro victualibus armamentis ornamentis et aliis necessariis ad dictæ terciæ partis plenam sustentacionem instruccionem et refeccionem spectantibus et pertinentibus aliisque contractibus civilibus et maritimis inter dictum Henricum et prefatum Rogerum initis habitis et factis summas respective in schedula libello predicto annexa specificatas prefato Rogero Bansted debuit et debet et quod dies solucionis inde diu preterit Idemque Rogerus ipsam Aliciam in curia Admiralitatis predicta coram vobis comparere ac ut executrix testamenti nuper viri sui predicti in eadem curia prefato Rogero de et in premissis respondere ac ad solvendum eidem Rogero medietatem predictarum quingentarum septuaginta librarum quinque solidorum et decem denariorum in schedula predicta mencionatarum compellere totis suis viribus conatus et indies machinatus in nostri contemptum coroneque nostre regie derogacionem et eorundem Willelmi et Alicie dampnum prejudicium depauperacionem et gravamen manifesta ac contra formam et effectum legum actuum et statutorum predictorum Cum hoc quod iidem Willelmus et Alicia verificare volunt quod omnia contractus convenciones et agreamenta si que fuerunt inter prefatum Rogerum et predictum Henricum Leeke in vita sua premissa aliququaliter concernentia habita facta et mota fuerunt infra corpus comitatus civitatis Londonie videlicet in parochia beate Marie de Arcubus in warda de Chepe London' et non super altum mare nec infra jurisdictionem marittimam et hoc parati sunt verificare Unde nobis supplicaverunt iidem Willelmus et Alicia sibi de remedio congruo in hac parte provideri Et nos . . . (*Prohibition in common form, tested by Catlyn, C.J.Q.B., and dated Oct. 4, 1566. Endorsed is the following:*)—Exhibitum per Johannem Allsopp crastino Luce Evangeliste 19 Octobris 1566.

LEE c. HATLEY.

A.D. 1567 File 88, Nos. 19–20. Prohibition; suit in Admiralty for debt; Libel, File 87, No. 67; *ibid.* No. 42.

Elizabeth dei gracia . . . Edwardo Fynes . . . domino Clinton et Say . . . (*in common form*) . . . Salutem Ostensum est nobis in curia nostra coram nobis ex gravi querela Johannis Hatley . . . (*reciting 13 Ric. II. c. 5, and 15 Ric. II. c. 8*) . . . Quidam tamen Franciscus

one Francis Lee, not weighing the laws and statutes aforesaid [and] contriving unduly to harass, oppress, and weary the aforesaid John, against due form of the law of this our realm, and against the form and effect of the aforesaid statutes, and to the disinherison of us and of our royal crown, and to draw the cognition [of a matter] that appertains to us and to our crown, and not to the court of Admiralty, to another trial in the court of Admiralty, [and] to implead him, John, in the court of Admiralty before you for and concerning a debt of £20 pretended to be owing by reason and by virtue of a certain bill obligatory sealed with the seal of him, John, and made in favour of the same Francis by him, John, and delivered as his deed, and signed with his proper hand, and by virtue also of a certain contract and sale of certain barrels of gunpowder specified in a certain schedule annexed to the libel of the same Francis exhibited in the court of Admiralty aforesaid, [and] supposed to have been bought of the same Francis by the aforesaid John, as by the aforesaid libel and schedule now exhibited to our court more fully appears; And has unjustly constrained him, John, to appear there in the court of Admiralty aforesaid before the aforesaid commissary, president, or lieutenant, and to make answer to the same Francis, and has with all his strength striven and has daily contrived to have him, John, condemned there-upon in the same court of Admiralty, in contempt of us, and to the manifest damage prejudice and impoverishment of him, John, and against the form and effect of the laws, acts, and statutes aforesaid; Wherefore the same John has entreated that a suitable remedy may be provided him in this behalf; And we . . . (*prohibition in common form tested by Catlyn, C.J.Q.B., and dated February 12, 1566-7*)

SMYTHE c. WHIT.

Pleaseth your most honorable Lordshipp to be signified that I have receaved your most honorable writ of supersedeas to me directed in these words folowing: Edward Fynes, Knight of the most illustrious order of the Garter, lord Clinton and Say, great Admiral of England Ireland and Wales, and of the dominions and islands of the same, of the town of Calais and of the marches of the same, of Normandy, Gascony, and Aquitaine, and duly appointed captain general of the fleet and seas of the said kingdoms of England and Ireland, to the mayor of

tutus maiori ville Pembrochie seu ejus deputato salutem ex parte serenissime domine nostre regine et nostra vobis mandamus firmiter et stricte percipientes quatenus cuicunque processui placito cause sive querile¹ ad sectam sive instanciam Henrici Smythe nuper civitatis Bristollie mercatoris dudum coram nobis et sociis nostris Justiciariis ad omnia et singula prodiciones felonias piraticas pravitates spoliaciones et depredaciones audiendi et terminandi assignatis condemnati adversus Thomam Whit civitatis Dublinensis in dicto regno Hibernie intentato moto et facto supersedeatis et desistatis omnino Omniaque scripta documenta chirographa et obligationes coram vobis in dicto placito seu querila producta et exhibita penes vos custodiat et reservetis ac in dicta causa ulterius nullo modo procedatis nec procedi vel predictam querelam placitari permittatis tantisper donec aliud a nobis in ea parte receperitis in mandatis et hoc nullatenus omittatis ac nos in curia principali prefate domine nostre regine sue Admirallitatis Anglie de presencium recepcione debite certificetis Datum Londini in curia predicta sub sigillo nostro magno quo in officio domini magni Admiralli Anglie utimur sexto die mensis Aprilis anno domini millesimo quingentesimo sexagesimo sexto regnique serenissime domine nostre Elizabethæ dei gracia Anglie Frauncie et Hibernie regine fidei defensoris etc. anno octavo As knowethe God who ever presarve your honorable lordshipp in increas of honour ffrom Pembroke the xxiiij^a daye of Aprell

yours obeydent to commaunde
LEWES POWELL MAIOR

THURSTONE c. WHISKYNS.

A.D. 1567 File 89, No. 181. Sentence *in personam* for collision; fouling and carrying away anchor and cable of lighter at Ratcliffe in the Thames. Libel, File 88, No. 81.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . pre-nominatum Willelmum Whiskyns anno et mensibus in hac parte libellatis seu eorum aliquo dominum et proprietarium cujusdam navis vulgo nominate an hoye or a crayer fuisse et esse Eandemque navem dicti Willelmi Whiskyns infra fluxum et refluxum maris ac jurisdictionem curie principalis dicte illustrissime domine nostre regine sue Admirallitatis Anglie anno et mensibus in hac parte libellatis vel eorum uno sive aliquo a civitate Londonie velificantem et navigantem quandam scapham appellatam a lighter ad prefatum

¹ Sic.

Ambrose Thurstone by right of ownership or quasi-ownership, whilst riding to her anchor in the river Thames, in the neighbourhood of the town of Ratcliffe, within the ebb and flow of the sea, and within the jurisdiction of this court, and that he broke and parted the cable by which the said boat had been moored, and that by reason thereof the anchor and cable of the said boat was and is lost in the said river Thames; Therefore We pronounce, decree, and declare that the same William Whiskyns is of right bound to make lawful satisfaction to the said Ambrose Thurstone of and for the said anchor and cable so lost, which satisfaction for the premises We estimate and assess at the sum or amount of 80*s.* of lawful English money; And We also condemn the aforesaid William Whiskyns, as well in the said sum of 80*s.*, as in lawful costs . . . (*in common form*)

DE GUENNICKE c. DEECHEBROOTE.

. . . Therefore We David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare that the aforesaid John Deechebroote, owed and owes to the aforesaid John de Guennicke the sum of 108 pounds, gross money of Flanders, for the residue of the price of a certain house mentioned in the exhibits in this behalf remaining in the acts [of court], which house the aforesaid John Deechebroote bought of the said John de Guennicke in the years and months in this behalf libellate, or in some or one of them, in parts beyond sea; Wherefore We condemn the same John Deechebroote, as well in the said sum of 108 pounds gross money of Flanders, as in lawful costs incurred and to be incurred by and on behalf of the said John de Guennicke in this cause . . . (*in common form*) .

SOUTHWORTH c. JONES

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the beforenamed David Jones and Johanna his wife, Thomas Stamer and Elizabeth his wife, and

betham ejus uxorem ac Thomam Hawks et Annam ejus uxorem pre-nominatum Edwardum Sowthworth debitorem suum fuisse et esse publice jactitasse pronunciamus decernimus et declaramus Necnon silencium eisdem David Jones et ceteris litisconsortibus quoad premissa imperpetuum imponimus Necnon diem sive terminum dictis David Jones et ceteris litisconsortibus prefigendum et assignandum infra quem agant adversus eundem Edwardum Sowthworth et doceant dictum Edwardum in ere suo esse prout hac presenti nostra sententia illis prefigimus et assignamus proximum diem juridicum post festum sancti Blasii episcopi proximum futurum infra quem agant adversus dictum Edwardum Sowthworth in dicta curia principalis Admirallitatis Anglie pro et de debiti hujusmodi accionibus quibuscunque marittimis et civilibus quas habere se pretendunt aut eorum aliquis pretendit se habere contra dictum Edwardum Sowthworth pronunciamus decernimus et declaramus quo elapso et predicto David Jones et ejus litisconsortibus non agentibus silencium perpetuum illis quoad premissa imponendum decernimus et declaramus Ipsosque David Jones et ceteros litisconsortes in expensis legitimis . . . condemnamus . . . (*in common form*)

WINTER c. FOXALL.

A.D. 1569 File 41, No. 179. Sentence for the pay of mercenaries hired by the king of Denmark. Libel, File 40, No. 71 ; defence, that payment was made to Manchurche, their captain ; *ibid.* No. 49.

. . . Idcirco nos David Lewis . . . (*in common form*) . . . pre-nominatum Johannem Foxall annis et mensibus libellatis eorumve annorum uno sive altero predictos Radulphum Winter Henricum Holmes Johannem Williams et Andream Sherwood inter alios ad deserviendum regi Danie versus regem Suetie et ejus subditos per mare sub imperio et gubernacione cujusdam Johannis Manchurche quem super iis constituit capitaneum apud Copman Haven in regno Danie conduxisse et servicio dicti regis Danorum posuisse necnon ad solvendum seu solvi procurandum dicto Radulpho Winter pro quolibet mense xvj dollers et cuilibet dictorum Henrici Holmes Johannis Williams et Andree Sherwood pro quolibet mense xij le dollers durante tempore quo prefato regi Danorum deservierent promississe pronunciamus decernimus et declaramus Necnon pre-nominatum Radulphum Henricum Johannem et Andream in servicio dicti regis Danorum versus prefatum regem Suetie et ejus subditos a mense

Maii usque xvijth diem mensis Octobris extunc proximo sequenti pro salario sive stipendio predicto respective deservisse Necnon summam vjth xvjth currentis monete Anglie memorato Radulpho Winter et summam ixth prefato Henrico Holmes et cuilibet dictorum Johannis Williams et Andree Sherwood summam viijth xiiijth pro eorum respective salariis sive stipendiis pro rata superius declarata et pro tempore predicto a retro et insolutam fuisse et esse etiam pronunciamus decernimus et declaramus Prefatumque Johannem Foxall dictas respective summas eisdem Radulpho Henrico Johanni et Andree debuisse et debere Atque ad solutionem earundem de jure teneri et compellendum fore debere etiam pronunciamus decernimus et declaramus . . . (*condemnation in common form*)

DRAPER c. THE 'WOLF,' HARRYSON INTERVENING.

A.D. 1668 File 41, No. 26. Sentence for price of a cable supplied to a Thames-west country, barge. The defence was, that the cable was not supplied for the use of the barge, and was not in her when she was arrested; see *ibid.* No. 88; File 40, No. 52.

. . . Ideirco Nos David Lewys . . . (*in common form*) . . . prefatum Willielmum Stryngar mense Marcii vel Aprilis anno domini millesimo quingentesimo sexagesimo septimo vel circiter magistrum sive gubernatorem cymbe predictae vocatae a woodbarge alias the Wolfe of Dorney de consensu sciencia sive paciencia prefati Nicolai Harryson fuisse Dictumque Willielmum Stryngar magistrum sive gubernatorem hujusmodi cymbe existentem funem anchorarium vulgo dictum a cable a prefato domino Christofero Draper seu ejus in hac parte factore in usum dictae cymbe pro precio quinque librarum septemdecim solidorum currentis et legalis monete Anglie emisse et comparasse Prefatumque Willielmum Stryngar post empcionem funis predicti eundem funem anchorarium in usum cymbe predictae applicuisse et convertisse Dictumque funem de ornamentis ejusdem cymbe mensibus et annis predictis fuisse pronunciamus decernimus et declaramus Predictum igitur Nicholaum Harryson in precio funis predicti quod ad summam sive valorem quinque librarum septemdecim solidorum juxta probatores legitimas in hac parte factas taxamus et estimamus et in expensis . . . condemnamus . . . (*in common form*)

MYCHELL c. RONNALL.

A.D. 1570 File 42, No. 246. Extract from a libel praying for arrest of the goods of Frenchmen, in execution of a sentence of the French courts for restitution, or for damages, to be enforced against the fellow-countrymen of Frenchmen who had spoiled the plaintiff's goods.

6. Item quod prefatus Johannes Mychell inter alia remedia quibus ad bonorum suorum spoliatorum recuperacionem usus est in Gallia de spolio et damno suo predictis Christianissimo Gallorum regi Carolo qui nunc regnat graviter supplici libello porrecto conquestus est et a sua majestate humiliter petiit ut aliquo modo ei pro bonis spoliatis per sue majestatis subditos satisfaceret. Ac ponit ut supra.

7. Item quod prefatus Christianissimus Rex quum querelam et supplicacionem predicti Johannis Mychell considerasset vive vocis oraculo respondit decrevit et interlocutus est ut prefatus Johannes Mychell sisteret et arrestaret non solum quecunque bona predictorum spoliatorum et eorundem participum verum eciam omnia et singula quorumcunque incolarum et inhabitantium bona tam de Morbeas quam de aliis Britanie minoris locis omnimodis in quibus bona spoliata fuissent aliquo modo distracta donec illi pro spolio et damno integre satisfaceret quia sue majestati tunc temporis non erat integrum per viam justicie propter civilia bella in universis suis dicionibus servientia alia via aut ratione prospicere vel providere. Ac ponit ut supra.

IN RE BURGYS, DESMOUNSTERES c. BURGYS.

A.D. 1570 File 48, No. 87, Prohibition. File 42, No. 225, sentence condemning Burgys to deliver up, or to pay for, goods of Parmenter detained by him in payment for food and lodging supplied by him to Parmenter. File 41, No. 26 is Burgys' defence; the libel is missing.

Elizabeth dei gracia . . . Davidi Lewes . . . (*in common form*)
 . . . Ostensum est nobis nuper in curia nostra coram nobis ex gravi querela Johannis Burges . . . (*reciting 13 Ric. II. c. 5 and 15 Ric. II. c. 9*) . . . Cumque eoriam quidam Rolandus Parmenter et Johannes Parmenter filius dicti Rolandi apud Dorchester in comitatu Dorsettie possessionati fuerunt de diversis bonis et catallis videlicet de tribus culcitris vocatis fletcherbeddes uno gladio vocato a sworde uno parcerarum uno candelabro una mensa vocata a square table et duobus paribus braccarum vocatarum breches ut de bonis et catallis suis Et

and being so possessed, on the tenth day of June, in the eighth year of the reign of our said lady the queen that now is, at Dorchester aforesaid, in the aforesaid county, in consideration that the same Roland and John were indebted to the aforesaid John Burgys in £4 16s. 0d. lawful English money for meat and drink had and received in the house of him, John Burgys, by them Roland and John Parmenter, they then and there pledged the same goods and chattels to the same John Burgys, to be kept by him until the same Roland and John Parmenter¹ should satisfy the said £4 16s. 0d. to the same John Burgys, for his aforesaid debt; And afterwards, namely, upon the twentieth day of January, in the ninth year of our present reign, the aforesaid John Burgys delivered to the aforesaid Roland and John the feather bed, sword, boots, and breeches aforesaid, [part] of the aforesaid goods and chattels, and, as he is well entitled to do, kept and still keeps the rest of the goods and chattels aforesaid in his own hands [in satisfaction] of his aforesaid debt; And whereas also all and singular pleas touching trespass and detinue of goods and chattels, and touching all manner of proof of property in the same, arising within the realm of England, belong and appertain to us and in no way to the court of Admiralty; Nevertheless one Peter Desmounsteres, not weighing the laws and statutes aforesaid, [and] contriving unduly to trouble, oppress, and vex the aforesaid John Burgys, against due form of the law of this realm of England, and against the form and effect of the aforesaid statutes, and also to the disinherison of us and our royal crown, and in order to draw the cognition [of a matter] that appertains to us, and not to the court of Admiralty, to another tribunal in the same court [of Admiralty], and has drawn him, John Burgys, into a plea before you in the aforesaid court of Admiralty of and for the aforesaid goods and chattels, libelling against the said John Burgys, that the aforesaid John le Parmenter, in the month of June, in the year of our Lord 1567, was owner and proprietor of the aforesaid goods and chattels, and that he, the same John le Parmenter, placed the same goods and chattels in the charge of the said John Burgys, and that the said John Parmenter sold the said goods to the said Peter Desmounsteres and made him owner and proprietor of the same; And the aforesaid Peter Desmounsteres has with all his strength striven, and daily contrives, to get him, John Burgys, condemned in the said court of Admiralty before you, concerning and in respect of the premises, in contempt of us and to the manifest harm, prejudice, and impoverishment of him, John Burgys, and against the

¹ 'Burgys' in the original; mistake for 'Parmenter.'

et effectum legum actuum et statutorum predictorum Et hoc idem Johannes Burges paratus est verificare Unde nobis supplicavit idem Johannes . . . (*prohibition in common form, tested by Catlyn, C.J.Q.B., and dated October 26, 1570*)

The sentence (File 42, No. 225), dated May 9, 1570, is as follows :

. . . Idcirco nos David Lewes . . . (*in common form*) . . . prefatum Johannem Burges ad tradendum et restituendum antedicto Petro Desmonstres res bona et supellectilia in scedula presentibus annexa specificata si extent alioquin ad solvendum predicto Petro Demonstres eorum verum valorem quem quidem valorem ad summam iiiij^l vj^s viij^d currentis monete Anglie taxamus estimamus et moderamur de jure teneri et compellendum fore pronunciamus decernimus et declaramus Necnon eundem Johannem de Burges in eisdem bonis et rebus si extent alioquin [in] eorum vero valore predicto atque in expensis legitimis per partem prenominati Petri Desmonstres in hac parte factis et fiendis condemnamus . . . (*in common form*)

BURDESON c. COCKERELL.

A.D. 1570 File 42, No. 221. Sentence for non-delivery; *ibid.* No. 231, allegation that the wines were lost by bad weather, that no freight had been paid for the part lost, that the custom of merchants is, that where wines are lost by bad weather, the merchant must, at his option, take the empty casks and pay freight, or leave the casks and pay no freight; and that Burdeson had elected to leave the casks and pay no freight.

File 41, No. 68 charter-party; File 42, No. 186, sentence in respect of wine in another ship.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . dictum Nicholaum Burdesen per se et suos sexaginta quinque dolia vini in navi vocata the Lyon de Torbay cujus erat magister dictus Thomas Clyff in portu de Rochell onerasse Londinium transportanda dictumque Thomam Clyff dicta sexaginta quinque dolia vini in navem suam recepisse et viginti quinque dolia vini ex dictis sexaginta quinque doliis dicto Nicholao Burdesen minime tradidisse pronunciamus decernimus et declaramus Quocirca eundem Thomam Clyffe in dictis viginti quinque doliis vini si extent alioquin in eorum vero valore quem quidem valorem ad summam centum et viginti quinque librarum currentis monete Anglie estimamus ac in expensis legitimis . . . (*condemnation in common form*)

HEATHE c. MOORE.

A.D. 1570 File 42, No. 201. Sentence for negligently shifting a lighter in the Thames, and sinking her, by mooring her alongside a ship, which sat upon her. File 41, No. 60; File 40, Nos. 56, 57.

. . . Idcirco nos David Lewis . . . (*in common form*) . . . antefatos Jacobum Heathe et Dedericum Goarts mensibus et anno libellatis dominos et proprietarios scaphe onerarie libellate vocate a berebote proque talibus et ut tales communiter dictos tentos habitos nominatos et reputatos fuisse et esse Eosdemque Jacobum et Dedericum mensibus et anno predictis dictam suam scapham reficiendi ejusdem causa in portu quodam communiter dicto Henry Whytes Key in australi parte Thamesis infra fluxum et refluxum maris ac jurisdictionem Admirallitatis predictae alligari curasse Dumque dicta scapha in dicto portu sisteret dictus Christoferus Moore navem suam dictam the Swallowe of Malden alias the Arke of Burnham oneris quadraginta doliorum ad eundem portum nuncupatum Whyte Key adduxisse cumque eo pervenisset dictum Christoferum Moore scapham antedictam solvisse eandemque e portu predicto ubi tuta alligata permansit eduxisse eandemque scapham dolo culpa vel negligencia collocasse et alligasse in alio loco satis incommodo videlicet in loco quodam medio inter ripam Thamesis et navem suam Eaque ratione cum jam Thamesis flueret scapham antedictam onere dicte navis oppressam submersam fuisse Ac denique refluyente aqua cum jam carina dicte navis in dicta scapha resideret eandem scapham vi navis antedictae dolo culpa seu negligencia dicti Moore scissam ruptam et fractam fuisse Verumque valorem scaphe predictae ad summam sive valorem quatuor librarum currentis et legalis monete Anglie communi hominum estimacione notorie se extendisse pronunciamus decernimus et declaramus Dictum igitur Christoferum Moore in vero valore dicte scaphe quem quidem valorem ad summam quatuor librarum currentis et legalis monete Anglie juxta probationes legitimas in hac parte coram nobis factas taxamus et moderamus atque in expensis legitimis . . . (*condemnation in common form*)

DUCKETT c. BARNE.

A.D. 1570 File 42, No. 106. Sentence upon a policy of insurance. Libel, File 41, No. 122. Mendez, a Portuguese merchant, was the assured, and had assigned his right of action to Duckett, the plaintiff. There is an allegation.

DUCKETT c. BARNE.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that Alvarus Mendez, in the said libel mentioned, himself or by his factors agents and commissioners in that behalf, in the months and year libellate loaded or caused to be loaded in a certain trading ship called the 'Flying Hart,' then being at the island of Madeira, sugar, . . . ¹ molasses, and cash, and other wares, of the value of £200 and more, to be carried on the high sea from the said island of Madeira to Zealand; And that the aforesaid George Barne, Christopher Hoddeson, Roger Smith, Edward Hogan, William Wrothe, and Arthur Dawbney, amongst others, in consideration of certain sums of money paid and accounted for to them respectively, assured the aforesaid cash and wares for the sum of £200 of good and lawful English money; And We also pronounce, decree, and declare, that they took upon themselves and accepted the risk of carrying the [said] wares over the sea upon the aforesaid voyage or journey with the same ship from the island of Madeira to Zealand, to the amount or value of £200, of good and lawful English money, in manner and form specified and expressed in the schedule of such policy of assurance annexed to the libel given in this cause on behalf of the said Lionel Duckett, [which schedule is] subscribed with their respective hands, and remains in the registry of this court, and is admitted by each of them, which admission We deem and order to be deemed, so far as necessary, to be here inserted, so far as [the same] touches and concerns each of them; And We pronounce, decree, and declare that the wares and cash aforesaid, in the course of the aforesaid voyage and before they were brought to their destination, were and are by Master William Winter, in the libel mentioned, by virtue and authority of certain letters of reprisal duly and lawfully granted to the same William Winter taken, detained, and arrested; And that by reason thereof the aforesaid Alvarus Mendez was and is spoiled of, and has lost, the same; And We pronounce, decree, and declare, that the said Alvarus Mendez, after the premises, assigned and transferred to the said Lionel Duckett all and all manner of actions which the said Alvarus Mendez by reason of the said agreement suretyship or assurance had, or could in any way have, against the said merchants for the sums respectively assured by the said merchants; And that, by reason thereof, the right of suing the said merchants for the said

¹ Succad'.

summas a dictis mercatoribus in dictum Lionellum Duckett translatum fuisse et esse pronunciamus decernimus et declaramus Ideoque prefatum Georgium Barne summam xxxij^u vj^s viij^d Christoferum Hoddeson summam xxv^u Rogerum Smith summam xxv^u Edmundum Hogan xxxij^u vj^s viij^d Willielmum Wrothe summam xxv^u et Arthurum Dawbney summam xxxij^u vj^s viij^d juxta eorum confessiones predictas quas pro hic eciam lectas et insertas habemus et haberi volumus juxta tenorem dicte bille sive schedule assecuracionis eorum manibus ut prefertur subscripte prefato Lionello Ducket premissorum obtentu respective debuisse et debere atque ad solucionem et satisfaccionem debitam hujusmodi de jure teneri et compellendos fore debere eciam pronunciamus decernimus et declaramus . . . (*condemnation in common form*)

HANSEATIC COMPANY c. JACOBSON.

A.D. 1571 File 48, No. 189. Sentence condemning the defendant for bringing over forged letters of introduction; Libel, File 42, No. 77. There is another similar case, *ibid.* Nos. 118, 218.

In dei nomine Amen Auditis . . . (*in common form*) . . . inter discretos viros Prefectum Seniores et Juratos mercatorum confederatorum civitatum Anse Theutonice Londini in Anglia residentium partem agentem et querelantem ex una et Jacobum Jacobson Brabantinum seu Belgicum partem ream et querelatam partibus ex altera . . . Idcirco Nos David Lewis . . . (*all in common form*) . . . dictos agentes eorumque precessores (*sic*) et predecessores a tempore immemorato nonnulla privilegia immunitates libertates et indulta circa mercature exercitacionem et vectigalium solucionem in hoc inclito Anglie regno inque aliis serenissime Anglie regine dicionibus a regibus et principibus hujus incliti regni Anglie habuisse et habere iisdemque privilegiis immunitatibus et indultis per tempus predictum pacifice et quiete¹ gavisos fuisse et esse Atque inter alias civitates Hanse predictae dictis privilegiis indultis et immunitatibus predictis donatas celebrem civitatem Bremensem in Alemania per omne tempus predictum una cum aliis civitatibus pari jure comprehensam fuisse aut esse pronunciamus decernimus et declaramus Prefatumque Jacobum Jacobson aliquo tempore non fuisse neque esse civem aut inhabitantem dicte civitatis Bremensis aut alicujus alterius civitatis aut oppidi mercatorum confederatorum societatis pre-

¹ Sic.

society, but was and is of Antwerp, in the parts of lower Germany; And that, notwithstanding the premises, and [the said premises] being in fact true, the said Jacob Jacobson, being well aware of all and singular the premises, brought with him over the high sea and [within] the jurisdiction of the Admiralty of England, to this realm of England, from parts beyond sea, certain forged, false, and surreptitious letters of introduction, testifying that he was and is a citizen of the said city of Bremen, and one of the associated merchants aforesaid, [such letters] being certified with a forged seal; And that he [Jacobson] was found with the same letters in this realm, within the jurisdiction aforesaid, and could neither prove, nor give information of any certain writer of the aforesaid forged and false letters of introduction; And by reason of the premises We pronounce, decree, and declare that the said Jacob Jacobson ought to be duly punished and corrected; And We condemn the said Jacob Jacobson in lawful costs in this behalf, and by reason of this suit, incurred and to be incurred by and on behalf of the said Provost, Elders and Jurats of the associated merchants of the aforesaid cities . . .
(*in common form*)

BODACAR c. BLOCK.

. . . Therefore we, David Lewes . . . (*common form*) . . . pronounce, decree, and declare, that John Johnson Block in the year and months libellate was patron or master of the ship called the 'Sampson,' of Amsterdam; And that at Lisbon he received and had the sum of four hundred ducats of Spanish money belonging and appertaining by right of ownership or quasi-ownership to the aforesaid Bonaventura Bodacar, to be transported in the said ship from thence over the high sea to the town of Antwerp; And that, for a certain freight in that behalf agreed upon, according to the confession of him, John Johnson Block, judicially made before Us, and [according to] other proofs remaining in the registry of this court, (which proofs We deem and desire to be deemed as here read and inserted so far as the same are material), he [Block] promised, contracted, and agreed, to transport such sum and deliver it to the said Bonaventura Bodacar or his deputy; And that the same John Johnson Block failed to deliver the said sum of four hundred ducats and refused, or at least delayed longer than is right, to deliver the same; Therefore We pronounce, decree, and declare,

decernimus et declaramus Prenominatum igitur Johannem Jonson Block ad restitutionem et tradicionem dicte summe quadringentorum ducatorum prefato Bonaventuro Bodacar aut ejus parti de jure teneri et compellendum fore debere pronunciamus decernimus et declaramus Eundemque Johannem Jonson Block in summa dicta quadringentorum ducatorum condemnamus . . . (*in common form, the usual clause as to costs being struck out*)

COIP c. WYTZBARGH.

A.D. 1572 File 44, No. 187. Writ of certiorari (paper copy) to the Court of the Mayor and Sheriffs of London, in an action of debt between merchant strangers.

Elizabeth dei gracia Anglie Francie et Hibernie regina fidei defensor etc. maiori et vicecomitibus Londonie salutem Volentes certis de causis cerciorari super tenore recordi et processus cujusdam loquele que est coram vobis in curia nostra civitatis predictae sine brevi nostro secundum consuetudinem ejusdem civitatis inter Johannem Coip alias Koip mercatorem extraneum querentem et Johannem Wytzbargh mercatorem extraneum defendentem de debito sexaginta librarum quod idem Johannes Coipe alias Koip a prefato Johanne Wytzbarghe exigit necnon in ¹ recordo et processu ejusdem attachiamenti predictarum sexaginta librarum in pecuniis numeratis ut de pecuniis ipsius Johannis Witzbargh in manibus Mauricii Tymberman Aldermanni de le Stylyard habiti moti facti sive pendentis Vobis mandamus quod tenorem recordi et processus tam loquele quam attachiamenti predictarum cum omnibus ea tangentibus quibuscunque nominibus partes predictae in loquela sive attachiamento illis censeantur nobis in cancellariam nostram in Quindena Sancte Trinitatis proximo futura ubicunque tunc fuerit sub sigillis vestris vel unius vestrum distincte et aperte mittatis et hoc breve Teste me ipso apud Westmonasterium secundo die Junii anno regni nostri quartodecimo

C. CORDELL ²

SPINOLA c. DE BEWLEY.

A.D. 1572 File 44, No. 85. Sentence, condemning the defendant to restore, or make compensation for, four barrels of cochineal bought by him from spoilers of the 'Flying Dragon'; File 48, No. 155, warrant to arrest the cochineal. Cf. Spinola c. Barnes, File 46, Nos. 298, 338.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . pre-nominatum Petrum Christoferum et Petrum Franciscum Spinola

¹ Sic.

² Samble, a clerk.

Spinola, in the years and months libellate, loaded in the ship called the 'Flying Dragon,' in parts beyond sea, four barrels of grains called cochineal; And that the same four barrels of cochineal were robbed and spoiled upon the sea; And that the said John de Bewley bought the same four barrels of cochineal from the spoilers and robbers, at the price of 12s. for each pound of the said cochineal; And that he carried away [the same] from the said ship by night and stealthily; And therefore We pronounce, decree, and declare, that the same John de Bewley is of right bound and ought to be compelled to restore the said four barrels of cochineal to the said plaintiffs, if [the same barrels] are in existence; And, further, We condemn the same John de Bewley in the said four barrels of cochineal, if they are in existence, and, if not, in their true value, which we estimate and assess at the sum of £360 of English money . . . and in costs . . .

PEPPET c. PARSONS.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the aforesaid Gilbert Peppet, Robert Vinton, and John Hillman, loaded a certain ship, called the 'John' of Lympton, in parts beyond sea, called Newfoundland, with 70,000 salt fish called Newfoundland fish; And that the said ship with the aforesaid fish arrived safely off the port or river of Exmouth; And that the aforesaid John Parsons was hired as pilot to conduct the aforesaid ship and fish into the port or river of Exmouth aforesaid: And that he [Parsons] hired his services to the aforesaid Gilbert Peppet, and others his associates in that behalf; And that the said John Parsons, taking upon himself the duty of conducting the [said] ship and the rest of the premises into the aforesaid port, by his craft, fault, ignorance, rashness, and negligence, caused the aforesaid ship, with the aforesaid fish, to strike upon the sands and rocks of the sea; And that in consequence thereof the aforesaid ship was wrecked; And that by reason thereof 18,000 of the aforesaid fish were sunk in the sea and utterly perished and lost; And that the rest of the aforesaid fish, which were saved in the said ship, were wetted and damaged; And we pronounce, decree, and declare, that the said Gilbert Peppet, Robert Vinton, and John Hillman, through the casting away of the aforesaid 18,000 fish, lost the sum of £260, and that by reason of the

reliquarum piscium predictorum damnum ad summam lxⁱⁱ ex navis autem conquassacione et jactura damnum similiter ad summam lxxvjⁱⁱ xiiij^s iiij^d sentiisse pronunciamus decernimus et declaramus Dictum igitur Johannem Parsons in summa cccxxvjⁱⁱ xiiij^s iiij^d¹ pro damnis predictis dictis Gilberto Peppet Roberto Vinton et Johanni Hillman ac in expensis legitimis . . . (*condemnation in usual form*)

MAYE c. HAWKYNS.

A.D. 1573 File 45, No. 110. Sentence for restitution of the goods of Salvago, a Spaniard, which had been piratically captured, and had subsequently come to the hands of Hawkyns; £938 out of a total value of £1150 being allowed to Hawkyns for salvage. File 45, No. 111 is a similar sentence against Hawkyns in favour of one Jeronimus de Lopez, £155 out of a value of £675 being allowed for salvage. The libel, *ibid.* No. 137, alleges that Hawkyns bought the goods from the pirates knowingly. Lopez was an insurer, in whom Salvago's rights in the goods had vested.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . bona res et merces in sedula predicto libello annexa mencionata annis et mensibus libellatis aut eorundem mensium uno sive aliquo jure dominii seu quasi ad dictos agentes spectasse et pertinuisse Atque bona res et merces hujusmodi per quosdam maris grassatores et piratas super alto mare in viagio versus locum exoneracionis navigantia spoliata et capta fuisse Necnon partem seu quantitatem bonorum rerum et mercium hujusmodi ad summam sive valorem 1150ⁱⁱ sterlingorum pervenisse postea ad manus et possessionem dicti Johannis Hawkyns et Willielmi Hawkins fratris ejus et socii in illa redempcionis negociacione dictamque quantitatem bonorum valoris 1150ⁱⁱ sterlingorum penes eosdem Willielmum et Johannem Hawkins in presenti esse et remanere pronunciamus decernimus et declaramus dictumque Johannem et Willielmum Hawkyns summam 938ⁱⁱ sterling non tantum pro redempcione et recuperacione bonorum et mercium predictorum a dictis captoribus verum eciam pro aliis oneribus et expensis necessariis conservacionem et salvam custodiam eorundem bonorum concernentibus et tangentibus utiliter atque in rem actorum bona fide solvisse et exposuisse juxta confessionem procuratoris prefatorum agentium pro eisdem coram nobis factam quam pro hic lectam et insertam habemus et haberi volumus quatenus expedit eciam pro-

¹ Sic.

nunciamus decernimus et declaramus Eandemque summam 934^s dicto Johanni Hawkyns ratione et obtentu premissorum de jure allocandam fore debere et per presentes allocamus Itaque eundem Johannem Hawkyns deducta et illi allocata antedicta summa 934^s sterlingorum que ad ejus possessionem juxta ipsius procuratoris confessionem coram nobis factam pervenerunt condemnamus Necnon eundem Johannem Hawkyns ad solvendum dictam summam 212^s sterlingorum pro reliquo et integro residuo bonorum hujusmodi partietorum agentium de jure teneri et compellendum fore debere pronunciamus decernimus et declaramus per hanc nostram sententiam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in hiis scriptis

MERCHANT ADVENTURERS COMPANY c. THE 'ELIZABETH
GEORGE' AND GOODS OF WOODGATE.

A.D. 1574 File 46, No. 123. First decree ¹ against an interloper on the monopoly of the Merchant Adventurers. Libel, *ibid.* 244; answer *ibid.* No. 255. File 46, No. 71, is a similar first decree against goods belonging to *Porter* also in the same ship. Cf. File 48, No. 85; File 49, No. 89.

In dei nomine Amen Coram Vobis &c. . . . (*in common form*) . . .
Pars spectabilium virorum gubernatorum consulum assessorum
societatis et communitatis mercatorum Anglorum Adventuratum
propter detectiones terrarum territoriorum insularum dominiorum et
principatuum mari et navigacionibus incognitis nec ante nuperrimam
eorundem mercatorum periclitacionem mari frequentatorum contra
et adversus navem vocatam the Elizabeth George portus Jernemuth
ejusque apparatus et ornamenta ac contra his mille et quadringenta
pelles vocatas hides in eadem existentes necnon contra quemcumque
alium coram vobis pro eadem nave ac bonis predictis in judicio
legitime intervenientem per viam querele ac vobis in hac parte
querelando . . . (*in common form*) . . . in jure proponit Quod . . .
*recital of letters patent from Philip and Mary granting monopoly of
trade to Russia and the north to the Merchant Adventurers, with pro-
hibition of interlopers upon pain of forfeiture of ship and cargo*) . . .
Quod pro Richardus Woodgate mensibus &c. (*in common form*) &
numero dicte societatis aut communitatis nullo modo existens
premissorum non ignarus cum dicta ejus navi vocata the Elizabeth ²
diversis bonis rebus et mercibus onerata a portu de Yermuth per
altum mare ad maris portum sive locum vocatum the Narve ³

¹ In form a pleading, but in effect a decree; see vol. i., Introduction, p. 28. ² See

sub ditione dicti Imperatoris de Russia existente *viagium fecisse et ibidem vendicioni exposuisse et abinde inter alia predictas bis mille et quadringenta pelles vocatas hides in ejus navi predicta ad dictum portum de Yermuth adduxisse et sic in dictis locis sibi premissorum obtentu penitus prohibitam mercaturam exercuisse contra formam acti¹ parlamenti et literarum patentium predictarum Et quod eo obtentu predicta navis ejusque apparatus et ornamenta necnon predictae bis mille et quadringenta pelles fuerunt et sunt forisfacte et confiscate Unde pars predictorum gubernatorum consulum et assessorum societatis et communitatis mercatorum predictorum &c. (*in common form, praying for arrest of ship and goods, appraisement, and possession*)*

FONES c. VREY.

A.D. 1578 File 48, No. 177. Sentence condemning the defendant for spoil, and for wounding seamen.

. . . Idcirco nos David Lewes . . . (*in common form*) . . . pre-nominatum Andream Fones Robertum Fid Jasperum Moxie et Thomam West anno et mensibus in dicto libello mencionatis aut eorundem uno sive aliquo bona res et merces libellata et in scedula presentibus annexa mencionata in dicta navi vocata the Minion cujus tunc fuit magister Michael Edmunds in portu de St Lucar in Barameda in Hispania abinde per altum mare ad portum Londonie transportanda ad eos jure dominii seu quasi spectantia modo et forma in dicta scedula presentibus annexa expressis et declaratis quam pro hic lectam et insertam habemus et haberi volumus quatenus expedit respective onerasse aut onerari curasse et fecisse pronunciamus decernimus et declaramus Necnon prenomiatum Simonem Vrey capitaneum navis bellice appellate the Beare of Flushing ejusque in ea parte complices prefatam navem vocatam the Minion super alto mari violenter et hostili more invasisse et cepisse atque eandem de bonis rebus et mercibus ac pecuniarum summis in scedula presentibus annexa mencionatis pari vi spoliasse et in pugna habita circa capturam navis ac bonorum hujusmodi septem ex marinariis dicte navis vocate the Minion graviter tormentis et ceteris belli instrumentis vulnerasse dextrumque humerum seu brachium dicti Andree Fones in eadem navi tunc existentis glande ex tormento bombardico manuario emissa et eciam lata trafluxisse et ea ejaculacione usque adeo graviter vulnerasse et lesisse ut non solum penitus aut magna ex parte commodum et

¹ Sic.

Andrew not only lost wholly or in great part the benefit and ordinary use of his said arm, but also suffered much pain and anguish over the curing of the wound and repeated attempts to extract the bullet, and sustained great expenses in employing skilled surgeons; And We adjudge to the same Andrew, by reason of such hurt damages and expenses, the sum of £50 of English money; And We pronounce, decree, and declare, that the said Andrew and the rest of the aforesaid plaintiffs were and are spoiled of their goods things and sums of money aforesaid [captured] by the said Simon Vrey and his accomplices upon the high sea; and that they sustained the damages mentioned in the schedule annexed to these presents; Therefore We condemn the beforesaid Simon Vrey and his ship called the 'Bear,' rateably, and also her apparel and furniture, according to the requirement of law and a stipulation judicially made by the same Simon before Us, so far as the value of the same ship and her tackle extends, in the goods things and sums of money aforesaid, so spoiled as aforesaid, and in the damages specified in the aforesaid schedule, and also in costs . . . (*in common form*)

STRADLINGE c. PORTRE.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the said Edward Stradlinge was, in the years and months libellate, the owner and proprietor of a certain boat called a pinnace, of the burden of twenty tons; And that the said Morgan Portre had in the said boat on the high sea a war gun, called a double baase, belonging to the said Edward Stradlinge, of the value of 40s., and that he negligently and carelessly broke it, and rendered it quite useless; And that he also took and had on the high sea a boat or skiff with her oars belonging to the said pinnace, and of the value of 33s. 4d., belonging to the said Edward, and a keg full of gunpowder, of the value of 3s. 4d., and iron balls for the said war gun, of the value of 20d., [all] being the goods of the said Edward Stradlinge; And that he failed to restore the said things to the said Edward Stradlinge; And We condemn the same Morgan Portre in

separatis summis pro tormento bellico pulvere bombardico ferreis
pillulis et schapha cum remis necnon in expensis . . . condemnamus
&c. . . . (*in common form*)

DRAPER c. TAYLOR, THE 'SALOMON.'

A.D. 1577 File 48, No. 68. Articulus ex secundo decreto. Article on second decree.

In Dei nomine Amen. Coram vobis . . . (*in common form, alleging that by first decree Draper had sometime previously been put into possession of the 'Salomon'*) . . . et allegavit navem predictam et ejus apparatus et ornamenta citra interpositum decretum predictum ab omni usu navigacionis retentam fuisse qua ratione maxime deterior facta est ac nulla fere pecuniarum summa (saltem admodum exigua) pro eadem offeratur Quodque annum ac eo amplius esse jam elapsum a tempore predicti vestri primi decreti interpositi prout ex actis hujus et Registro curie (ad que se refert) manifeste liquet Quare petit pars dictorum Clementis et Henrici predictam navem ejusque apparatus et ornamenta in quorum possessionem causa rei servande per dictum vestrum primum decretum fuerunt (ut prefertur) missi et inducti unacum expensis legitimis per eos in hac parte factis et fiendis nunc per secundum vestrum decretum eis dari et insolutum adjudicari juxta modum et rationem debiti per eos declarati Ipsosque catenus irrevocabiliter dicte navis apparatusque et ornamentorum ejusdem possessores juxta juris in hac parte exigenciam pronunciari et declarari Ulteriusque fieri statui et decerni in premissis et ea concernentibus quibuscunque quod juris fuerit et rationis Que proponit et fieri petit pars prefatorum Clementis Draper et Henrici Cletherowe conjunctim et divisim petens jus et justiciam sibi in ea parte ministrari juris beneficio in omnibus semper salvo vestrum officium domine judex antedictæ in hac parte humiliter implorando

IN RE JENKYNS, GUILLET c. JENKYNS.

A.D. 1580 File 49, No. 40. Prohibition; purchase of pirate goods within body of county. Cf. Br. Mus. Add. MSS. 14,027, fo. 88 (*Cæsar papers*), where it appears that buyers of pirate goods were fined by the Council sums from £200 downwards, in all £2,500.

Elizabeth dei gracia . . . Davidi Lewes . . . Ostensum est nobis nuper in curia nostra coram nobis ex gravi querela Philippi Jenkyns Quod cum in statuto (*in common form, reciting 15 Rich. II. c. 3*)

form) . . . nevertheless one Francis Guillet, being not ignorant of the premises, contriving unduly to trouble oppress and vex the same Philip against due form of the law of the realm of England and against the tenor and effect of the aforesaid statute, and also to the disinherison of us and of our royal crown, and [contriving] to draw to another tribunal in the court of Admiralty the cognition of a plea that appertains to us in this behalf, and to our royal crown, and not to the court of Admiralty, has impleaded [him, John], before you touching and upon a certain contract between one John Cowper and certain men [named] John Callys and Simon Fernandes, the captain of a ship of war called the 'Elephant,' and the rest of their accomplices, being pirates and lately rovers upon the sea, as was suggested by the aforesaid Francis, of, for, and concerning the sale of 513 quintals of dye called woad suggested to have been lately bought by the aforesaid John Cowper from the aforesaid John Callys and Simon and their aforesaid accomplices, suggesting that the contract was had and made within the maritime jurisdiction, craftily and deceitfully libelling in the same court of Admiralty against the same John; amongst other things, . . . *(setting forth the libel, to the effect that Callys and Fernandes had spoiled the woad belonging to Guillet from a carvel on her voyage to Terceira, and had brought it to Penarth, where John Cowper, the servant of Jenkyns, had bought it from Callys, well knowing it to be pirate goods; and that it had so come to the hands of Jenkyns)* . . . Whereas, in truth, the aforesaid contract of, for, and concerning the aforesaid sale of the aforesaid 513 quintals of woad and of every part thereof was had and made between the aforesaid John Cowper and the aforesaid John Callys and Simon and their accomplices aforesaid, or some one of them, (if any such contract was had and made), within the body of the county of Glamorgan, in Wales, to wit, at Penarth in the same county of Glamorgan, and not upon the high sea nor within the maritime jurisdiction; And whereas in truth neither the aforesaid 513 quintals of woad nor any part thereof ever came to the hands and possession or to the use, or [were or was ever applied] for the benefit, of him, Philip, in any way whatever; And the aforesaid Francis has unjustly constrained the same Philip to appear before you in the same court of Admiralty for the reason aforesaid, or at least to make answer to the same Francis in the premises, and has with all his strength striven and daily contrives to compel him by the diffinitive sentence of the court of Admiralty to pay and satisfy to the aforesaid Francis for and in respect of the aforesaid 513 quintals of woad in manner aforesaid captured by the pirates aforesaid (as it is suggested), in contempt of us and to the

captis per diffinitivam de curia Admirallitatis sententiam totis suis viribus compellere conatur indies machinatur in nostri contemptum et ipsius Philippi dampnum prejudicium depauperacionem et gravamen manifesta . . . (*prohibition, in common form, tested by Christopher Wray, C.J., and dated February 12, 1580*)

ROOPER ET ROOPER

DRAPER c. THE 'BLACK GREYHOUND,' NICHOLSON INTERVENING.

A.D. 1578 File 49, No. 87. Sentence for necessities; ship hypothecated; see File 48, Nos. 48, 52.

In dei nomine Amen. Auditis . . . meritis et circumstanciis . . . cause civilis et marittime que coram nobis in iudicio per probos viros Clementem Draper et Henricum Cletherowe cives et mercatores Londonie contra et adversus navem quandam vocatam the Black Greyhounde apparatusque et ornamenta ejusdem ad Lodovicum Thierrey spectantia et pertinentia mota¹ et quosdam Johannem Nicholson Johannem Rowe et Willelmum Craven pro interesse suo pretenso in dicta navi apparatusque et ornamentis ejusdem utcumque intervenientes aliquamdiu vertebatur . . . Idcirco nos David Lewes . . . (*all in common form*) . . . anno domini millesimo quingentesimo septuagesimo quinto et millesimo quingentesimo sexto et mensibus in eosdem¹ incidentibus in dicta materia ex parte dictorum Clementis Draper et Henrici Cletherowe coram nobis data narratis omnes et singulas res et parcellas in quadam schedula dicte materie annexa expressas quas¹ pro hic insertis haberi volumus ad dictos Clementem et Henricum spectantes et pertinentes fuisse ad necessarium et utilem usum dicte navis vocate the Blackgreyhounde applicatas et conversas eaque ratione dictam navem ab eo tempore fuisse et mansisse pro solucione precii earundem rerum et parcellarum hypothecatam¹ et adhuc sic manere pronunciamus decernimus et declaramus Predictosque Johannem Nicholson Johannem Rowe et Willelmum Craven et eorum quemlibet ad solvendum precium antedictarum rerum conficiens juxta probationes coram nobis factas summam septuaginta quatuor librarum et novem solidorum legalis monete Anglie et in expensis . . . (*condemnation in common form*)

(Signed) DA. LEWES

¹ Sic.

¹ Obligatam¹ struck out.

RAYNES c. OSBORNE.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the aforesaid John Osborne, in the year and months in this behalf libellate, or in one or other of the same months, publicly and maliciously spoke and uttered in parts beyond sea certain opprobrious and scandalous words against the aforesaid John Raynes, to the very great hazard¹ and prejudice of the same John Raynes,—such words tending to the dishonouring of, and damage and injury to the credit of, the said John Raynes—as by the admission of the said John Osborne and by lawful proofs had and made before Us in this behalf, (which proofs We deem and order to be deemed as here read and inserted), [more clearly appears]; And We also pronounce, decree, and declare, that the said John Raynes was and is a merchant, and has exercised the calling of merchandising for several years as well in this realm as in diverse foreign countries, and that he has borne himself as a true man in all his acts and deeds; And that by reason and on account of the uttering of the said words, and of the other acts of the same John Osborne, the aforesaid John Raynes was and is grievously hurt injured and damified in his character and estate; And that he would not have had such words uttered against him for the sum of £50 of English money; And that he would rather have suffered the loss and sacrifice of that amount of money than that such damaging words had been uttered to his discredit and to the injury of his good name, if [by paying the same] he could have redeemed his good name; And we also condemn the aforesaid John Osborne for such his wanton recklessness in the premises in the aforesaid sum of £50 of current English money, and in costs . . . (*in common form*)

DAVID LEWES

DRAPER c. THE 'FORTUNE,' AND CLERK, MASTER.

In the name of God Amen. The merits and circumstances of a certain civil and maritime cause that has for some time been

¹ Disorimen.

serenissime domine nostre Regine Elizabeth sue Cancellarie magistrum ac ad certas causas civiles et marittimas audiendas et terminandas per suam majestatem commissarium specialiter assignatum¹ meritis et circumstanciis cujusdam cause civilis et marittime que coram nobis inter honestos viros Clementem Draper et Henricum Cletherowe cives et mercatores Londonie contra et adversus navem quandam vocatam the Fortune portus Londonie ac apparatus et ornamenta ad eandem navem pertinentia et spectantia necnon contra Thomam Clerk ejusdem navis sub deo magistrum et alios dicte navis dominos et proprietarios in specie omnesque alios jus titulum sive interesse in eadem nave apparatus et ornamentis ejusdem habentes seu habere pretendentes in genere partem agentem et querelantem ex una et Thomam Wilkinson Thomam Kinge et Johannem Browne pro interesse suo pretenso in dicta navi apparatusque et ornamentis ejusdem utcumque intervenientes partibus ex altera aliquamdiu vertebatur vertiturque adhuc et pendet indecisa rite et legitime procedentes . . . Idcirco nos David Lewes . . . (*in common form*) . . . omnes et singulas res et parcelas in predicta schedula dicte materie sive allegationi annexa expressas viz^t a cabull weinge one thowsand two quarters (?) two^u at twentie thre shillings the hundreth and another cabull and coyle of ropes weinge a thowsand two quarters and five^u at twentie five shillings the hundreth ad dictos Clementem Draper et Henricum Cletherowe jure dominii spectasse et pertinuisse anno domini millesimo quingentesimo septuagesimo nono et mensibus in eodem incidentibus in dicta materia ex parte dictorum Clementis Draper et Henrici Cletherowe coram nobis data narratis fuisse ad necessariam et utilem usum reparacionem et conservacionem dicte navis vocate the Fortune (infra jurisdictionem nobis delegatam a sua majestate) applicatas et conversas eaque racione dictam navem ab eo tempore fuisse et mansisse pro solucione viginti quinque librarum quinque solidorum et octo denariorum precii earundem rerum et parcelarum ypothecatam et adhuc sic manere pronunciamus decernimus et declaramus . . . (*condemnation of Wilkinson, Kinge, and Browne in the price of the goods, in common form*)

DA. LEWES

THOMAS c. CAGE.

A.D. 1581 File 52, No. 205. Sentence for £100 agreed by Cage to be paid to Thomas in consideration of his using his influence with Sir William Wynter

¹ See Introduction p. xii, for this commission.

THOMAS c. CAGE.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the beforenamed John Cage, in the months and years libellate, or in some one of those months, was, by the violence of certain soldiers of Lower Germany, spoiled of certain goods and merchandise of the value of £4000 sterling or thereabouts belonging to him or to others his associates; And that he made upon the high sea an agreement with the aforesaid John Thomas that by his aid and influence Sir William Wynter, Knight, then ambassador of the royal Majesty of England to the Prince of Orange, should undertake and cause [to be instituted] in the aforesaid parts of Lower Germany a cause of restitution of the aforesaid goods; And that the said John Cage in consideration thereof¹ faithfully promised to pay to the aforesaid John Thomas the sum of £100 of lawful English money in respect of his using his influence and solicitation with the said William Wynter and on account of his pains and labour expended upon the recovery of the said goods, upon these terms: that if by the aid and influence of the said Sir William Wynter he or his associates should recover the aforesaid goods, or the value of the same to the amount of £3000 sterling, [that then the said John Cage would pay to the said John Thomas the said sum of £100]; And We pronounce, decree, and declare that the said John Cage and his companions have recovered the sum of £3000, and more, of the value of the said goods of theirs which had been spoiled, through the instrumentality and solicitation of the said John Thomas used with the said Sir William Wynter, and that they have recovered [the goods] by means and through the care and aid of the aforesaid Sir William Wynter and have received them to their own use; Therefore We condemn the aforenamed John Cage . . . (*condemnation in £100 and costs in common form*)

DAVID LEWES

IN RE BARKER, HUNTYNG c. BARKER.

Elizabeth by the grace of God, &c. . . to David Lewes, &c. . . . It has of late been shown to Us in our court before Us upon the grievous complaint of John Barker, merchant, that, whereas in the

¹ Ejus rei intuitu.

statute . . . (*reciting 13 Ric. II. c. 5, and 15 Ric. II. c. 3, all in common form*) . . . and whereas the aforesaid John Barker, on the twentieth day of November in the twenty-third year of our reign, in the city of Bristol in the county of the city of Bristol, by a contract then and there made had bought and received from one Philip Best thirty casks of wine called butts of sack, and had paid and satisfied to the same Philip for the same [casks] all the sums of money owed to him, except thirty pounds; And whereas the aforesaid Philip at that time was indebted to one Edward Tydder in £30 of lawful English money, [and] the same Philip by a certain writing of his had then and there given authority to the same Edward Tydder to receive from the aforesaid John Barker the aforesaid £30 for and in full payment of the aforesaid £30 owed to the same Edward by the aforesaid Philip, and the same John then and there had taken upon himself [the payment of] this £30, and had faithfully promised the same Edward to pay [the said £30] to the same Edward in discharge of the aforesaid debt owed by the aforesaid John to the same Philip; Nevertheless one Edward Huntynge, merchant, not weighing the aforesaid statutes, contriving unduly to harass oppress and vex him, John Barker, against the form and effect of the aforesaid statutes, has impleaded him [in the court of Admiralty], and has also drawn the cognition of a plea that belongs to Us and to our royal crown to another tribunal in the court of Admiralty, [there] to be tried and determined, [and] had caused a certain attachment of the aforesaid £30 belonging to the aforesaid Philip in the hands of the aforesaid John Barker, of the city of Bristol, to be issued and defended in the court of Admiralty before you, craftily libelling against him, John, that the aforesaid John owed the sum of £30 of current legal English money to the aforesaid Edward Huntynge, and was indebted and liable to the same Edward in such sum, amongst other moneys, and that the aforesaid Philip Best in the year of our Lord 1581 had the sum of £30 in cash belonging and appertaining to him by right of ownership or quasi-ownership in the hands and custody of the aforesaid John Barker merchant of Bristol; Whereas, in truth, the aforesaid John Barker had, long before the aforesaid attachment was made, in London, to wit, in the parish of the Blessed Mary of the Arches, in the ward of Cheap, in London, and not upon the high sea, promised to pay the aforesaid £30 to the aforesaid Edward Tydder for the aforesaid Philip Best, and had for some long time before been liable for the payment to the same Edward Tydder of the same £30; And [the said Edward Huntynge] has prosecuted and still prosecutes that plea against the

said John ¹ in the court of Admiralty aforesaid, and had with all his strength daily endeavoured and contrived [to have him, John Barker, condemned ²] by diffinitive sentence of the court of Admiralty to pay to the same Edward Huntyng the aforesaid £30, in contempt of Us and to the manifest damage prejudice and impoverishment of him, John Barker, and against the form and effect of the laws acts and statutes aforesaid; Wherefore he [John Barker] has petitioned us . . . (*prohibition in common form, tested by Sir Christopher Wray, C.J.Q.B., and dated November 28, 1581*)

Received, xx^s ³

ROOPER AND ROOPER

POYTON c. LANGHERNE.

. . . Therefore We, David Lewes, . . . (*in common form*) . . . pronounce, decree, and declare, that the beforenamed Roger Poyton in the years and months in this behalf libellate or one or some of them upon the high sea himself or by his agents loaded and put on board the French ship called the 'Pelican' the goods things and merchandises mentioned in the summary petition and in the schedule annexed to the same; And that such ship, being so laden, when sailing with the aforesaid goods to her port of discharge, was forcibly captured and spoiled by one John Grainger and others his accomplices, rovers of the sea; And that the beforenamed Francis Langherne, after the premises, upon the high sea recaptured recovered and had the ship and the goods, things, and merchandises aforesaid from the aforesaid John Grainger and his accomplices; And We also pronounce, decree, and declare, that [the said Francis Langherne] unjustly subtracted and detained the number of 15,000 fish, called Newland fish, [being part] of the fish libellate, besides and beyond the number of 10,000 fish by Our order and decree in another suit allotted to the aforesaid Langherne for the recapture of the ship and goods aforesaid from the hands of the aforesaid John Grainger, [and] for his expenses and travail in that behalf; Therefore We condemn him, Francis Langherne, to make restitution to the party of the aforesaid Roger Poyton, [if the said fish are in existence], and, if not, to pay to him the true value of such fish, which according to lawful proofs in that behalf made before Us

¹ In the original 'Philippum'; semble, a mistake for 'Johannem.'

² These words appear to have fallen out.
³ Semble, the price of the writ.

summam xxvj^s. viij^d. pro quolibet numero centenario eorundem piscium vocatorum Newlande fishe juxta probaciones legitimas coram nobis in hac parte factas estimamus et moderamus Atque dictum Franciscum Langherne in hujusmodi 15000 piscium alioquin in valorem eorundem . . . (*condemnation in common form*)

DA. LEWES

THE 'DIANA.'

A.D. 1585 File 53, No. 121. First decree, adjudging the 'Diana,' a French pirate ship, and goods to the Lord High Admiral. Cf. *In re Strangwis, supra*, p. 84.

In dei nomine Amen Nos Julius Cesar legum doctor Curie Principalis Admirallitatis Anglie Presidens locumtenens sive judex legitime deputatus contra et adversus navem appellatam le Diana apparatusque et ornamenta ejusdem nuper auctoritate dicte curie arrestata et sub arresto existentia neenon contra Mounser Kellie Gallum ejusdem navis nuper capitaneum et contra quemcunque alium pro navi ac ejus apparatibus et ornamentis hujusmodi in judicio coram nobis legitime comparentem ex officio nostro legitime procedentes Cum omnia et singula bona piratarum super alto mari infra jurisdictionem marittimam Admirallitatis Anglie ubicumque locorum capta et arrestata tam de jure quam et de concessione et donatione illustrissime in Christo principis et domine nostre domine Elizabethe dei gracia Anglie Francie et Hibernie regine fidei defensoris etc. prenobili et prepotenti viro domino magno Admirallo Anglie moderno facto notorie spectaverint et pertinuerint ac sic spectare et pertinere debuerint Cumque insuper prenomminatus Mounser Kellie annis domini . . . (*recital of piratical attacks by Kellie, a Frenchman, in the 'Diana' upon English and other ships; his capture by ships sent out by the Admiral; arrest of the 'Diana' and citation of Kellie and others claiming interest in the ship and goods; default of appearance; condemnation of the ship and goods to the Admiral; all in common form, as above, p. 84*)

REYMAN c. BONA HISPANICA.

A.D. 1586 File 54, No. 122. First decree giving possession of Spanish goods in the hands of Preston, taken under letters of reprisal, to the captor. File 54, No. 124, is a similar decree in favour of Reyman against 1,000 chests of sugar in his own hands.

In dei nomine Amen . . . pars probi et discreti viri Georgii Reyman . . . proponit Quod predictus Georgius Reyman ex bonis et

Reyman has of late sustained injury and loss through seizure in Spain of his goods and merchandises by subjects of the king of Spain, to the amount of £2000 of lawful English money, and that he has been unable in any way to get or obtain in Spain justice for the restitution of the same; And that due protest and complaint has been and was made touching these things on behalf of the said George Reyman and that sufficient proofs have been made by him touching the premises; Wherefore the said George Reyman, by reason of his losses aforesaid and such denial of justice as aforesaid, duly and lawfully demanded and obtained a grant of letters of reprisal against all subjects whatsoever of the king of Spain, and against their ships and goods, arming him with due authority to obtain satisfaction for his aforesaid losses; And that the subjects of the king of Spain or some of them in the months . . . (of 1586, *all in common form*) . . . were owners and proprietors of the aforesaid ship and of the apparel of the same, and of the aforesaid fish, and were commonly called, deemed, held, named, and reputed, as owners and proprietors of the same, and that they or some one of them loaded the aforesaid goods or caused them to be loaded in the parts of Newfoundland; And that the aforesaid George Reyman, in one of the months and years aforesaid, by virtue of the letters of reprisal aforesaid, upon the high sea in the parts of Newfoundland aforesaid, seized and took possession of the aforesaid ship and goods so loaded as aforesaid by subjects of the king of Spain and appointed to be carried to the kingdom of Spain, and that he brought the same ship and goods to the port of Southampton in England; And that the ship and the apparel of the same, and the aforesaid goods, at the time of such capture and taking, by right of ownership belonged or appertained to the subjects of the king of Spain, or to some of them; Wherefore the aforesaid George Reyman, having no other hope of recovering such his losses but by capture and taking of the ship, apparel, and goods aforesaid by virtue of such letters of reprisal and by the arrest of the same whilst in the hands of the aforesaid Amias Preston¹ as aforesaid, on that account caused and procured the same ship, apparel, and goods, to be of late arrested by the authority of this court in the hands of the aforesaid Amias Preston, and [caused and procured] to be cited in particular all subjects of the said king of Spain whatsoever, and, in general, all and singular those persons having or pretending to have right or interest in the said ship, apparel, and goods, to appear before you upon the day and at the hours and place described and specified

¹ How they came to the hands of Preston does not appear. He claimed to be part-owner, with John Drake, of the 'Goulden Royall'; see File 54, Nos. 131, 205.

et specificatis prenominato Georgio Reyman in causa rei vendicacionis de justicia responsuros citari fecit et procuravit Qui quidem subditi in specie ac alii sic citati in genere comparere minime curarunt neque curant quatuor defalcitas in hac parte contumaciter incurrando et incurrunt Que omnia et singula fuerunt et sunt vera publica notoria manifesta pariter et famosa Unde facta fide de jure in hac parte requisita petit pars dicti Georgii Reyman jus et justiciam in premissis omnibus et singulis et ea concernentibus effectualiter fieri et ministrari ac navem apparatus et bona predicta ad subditos regis Hispanie ut prefertur tempore capcionis hujusmodi spectantia virtute literarum predictarum per dictum Reyman legitime capta et detenta fuisse pronunciari necnon eadem navem apparatus et bona predicta aprecianda fore decerni et appretiacione facta eadem navem ac bona hujusmodi prefato Georgio Reyman in execucione dictarum literarum pro rato damnorum suorum predictorum et expensis in execucione hujusmodi literarum reprizaliarum factarum adjudicari seque in possessionem premissorum in parte damnorum suorum predictorum et expensarum suarum in ea parte factarum et fiendarum unacum expensis suis in hac parte factis et fiendis virtute primi decreti causa rei servande mittendum fore decerni sicque in effectum mitti Que proponit . . . (*in common form*)

JUL. CESAR

BORNELEY c. TROUTE.

A.D. 1586 File 54, No. 117. Sentence for damage to cargo by the fault of the ship and master; defence, that it was lost *casu fortuito*, *ibid.* No. 237; libel, File 58, No. 102.

. . . Idcirco nos Julius Cesar . . . (*in common form*) . . . antedictum Clementem Troutes anno et mensibus in hac parte libellatis fuisse dominum et proprietarium navis appellate the Edwarde of Feversham ac in eandem suam navem tunc infra jurisdictionem Admirallitatis Anglie existentem in aliquo mensium libellatorum bona in schedula annexa libello dicti Borneley specificata apportanda in eadem navi ad portum de Feversham ad usum dicti Wilelmi Borneley recepisse Eademque bona tempore oneracionis eorundem in dictam navem integra ac ut vulgo dicunt bene condicionata fuisse ac ex vitio

ship and by the fault of the said Clement Troute the said goods aforesaid were spoiled, rotted, wetted, and damaged, or deteriorated for the aforesaid William Borneley; And that the said Borneley by reason of the fault and carelessness of the said Troute sustained and sustains [loss] in his said goods to the amount of £3 of lawful English money; And that the said Clement is of right bound, and should be compelled, to make compensation for the said loss; We therefore condemn the same Clement Troute in the sum of £3 . . . (*condemnation in common form*)

JULIUS CÆSAR

JOLIFF c. BAWDETT.

. . . Therefore We, Julius Cæsar, . . . (*in common form*) . . . pronounce, decree, and declare, that the beforenamed Digory ¹ Piper, and others his accomplices in that behalf, rovers of the sea and pirates, in the years and months in this behalf libellate, namely, in the years of our Lord 1585 and 1586, or in some one or other of those months, upon the high sea in the course of their voyage took by force and robbed two French ships, the one called the 'Mary' of Fécamp, and the other the 'St. Jaques' of St. Valerie, both laden in the parts of Spain or Portugal with salt to be carried from thence to the port of Newhaven or to the port of Calais or Middlesburgh and to be delivered to the agent of the aforesaid Luke Bawdett, and of the others his associates in that behalf; And that he afterwards carried such ship and salt to a place in the sea called Portland Roads, off the town of Weymouth, and there for some time rode at anchor with such his spoil; And We also pronounce decree and declare that in the years and months aforesaid, or in one or other of the same years and months, whilst the aforesaid Digory Piper lay and remained with the said two French ships laden with salt as aforesaid in the said place called Portland Roads, the aforesaid Henry Joliff, for the benefit and profit of the owners, and busying himself for their advantage, approached the aforesaid Digory Piper, then being upon the high sea with his aforesaid spoil, and there used his best endeavours in the name of the owners of the said ships and of the salt on board them, to negotiate, treat, and bargain with, the said Digory Piper for the recovery of such ships and salt, and, after much negotiation and bargaining had and made between the said Henry Joliff and Digory Piper for obtaining restitution of

¹ Qy 'Degorius.'

Joliff summam centum nonaginta et quinque librarum currentis monete Anglie prefato Degorio Piper pro redempcione dictarum navium et salis in eisdem solveret et numeraret dictusque Degorius Piper naves et salem predicta eidem Henrico Joliff in usum dominorum eorundem redderet et restitueret Posteaque eundem Henricum Joliffe juxta convencionem predictam summam centum nonaginta et quinque librarum legalis monete Anglie memorato Degorio Piper pro premissis nomine dominorum navium et salis hujusmodi realiter solvisse et satisfecisse etiam pronunciamus decernimus et declaramus Eundemque Degorium Piper tempore redempcionis navium et salis predictorum super alto mari et in ea libertate fuisse ut naves et salem predicta quo volebat abducere trafferre et transportare ac in usum suum proprium convertere potuisset prout revera naves et salem predicta abduxisset et in usum suum convertisset nisi dictus Henricus Joliff easdem (ut premittitur) ab eodem Degorio Piper pro pecunia predicta redemisset dictasque duas naves Gallicas ac salem in eisdem respective oneratum post premissa opera cura et industria dicti Henrici Joliff dictis Luce Bawdett Martino Siquery Jacobo Bradfare Francisco Baynarde et Willemo Somings restitutas fuisse et esse eosdemque easdem naves et salem respective habere in presenti Ac premissorum pretextu dictum Henricum Joliff negocium dictorum reorum (?) Gallorum in ea parte utiliter gessisse juxta probaciones legitimas coram nobis in hac parte habitas et factas et in registro hujus curie remanentes quas pro hic lectis et insertis habemus et haberi volumus quatenus expedit etiam pronunciamus decernimus et declaramus Prenominatum igitur Lucam Bawdett Martinum Siquery Jacobum Bradfare Franciscum Baynarde et Wilhelum Somyngs ad solutionem . . . (*condemnation in £195 and costs in common form*)

JUL. CESAR

EX PARTE LEE AND OTHERS.

A.D. 1586 File 54, No. 15. Sentence upon an *ex parte* complaint by Lee and others, that they have sustained losses by arrest of their goods by the king of Spain to the amount of £12,700. File 54, Nos. 20, 21; File 55, Nos. 40, 177; File 57, Nos. 175, 198; File 58, No. 52; File 60, Nos. 49, 133 (Sir Henry Sackford's case, £13,862 9s. 2d. damages); File 60, No. 135; File 67, Nos. 70, 73 (£23,835 damages) are similar sentences.

In dei nomine Amen Auditis . . . circumstanciis cujusdam que-rele negocii quod coram nobis in judicio ex parte Hugonis Lee Thome Alabaster Johannis Jackson et sociorum pro recuperacione bonorum rerum

and their associates, for the recovery of goods, things, wares, bonds, and debts, arrested detained and confiscated in Spain by the authority and in the name of the king of Spain, and also of their charges and damages. . . Therefore We, Julius Cæsar, doctor of laws, the judge aforesaid, . . . (*all in common form*) . . . pronounce, decree, and declare, that the aforesaid Hugh Lee, Thomas Alabaster, John Jackson, and their associates, respectively mentioned in the allegation and schedule aforesaid, were in the year of our Lord 1585 the lawful owners and proprietors of all and singular the goods, things, [and] wares, and also of the bonds and debts, described and specified in the said schedule, and were and are openly, publicly, and notoriously, called, held, deemed, named, and reputed, for lawful owners and proprietors of the same ; And We also pronounce, decree, and declare, that the aforesaid goods, things, wares, and the bonds and debts, mentioned in the aforesaid schedule amounted and amount in value to the sums respectively specified in the same schedule, and also that the goods, things, wares, and the bonds and debts aforesaid were and are in the year and months aforesaid, or in some one of the same, by the authority and in the name of the aforesaid king of Spain, in Spain and Portugal and other places subject to the king of Spain, unjustly and unlawfully arrested, detained, and confiscated ; And that the said Hugh Lee and Thomas Alabaster, John Jackson, and their associates, by reason of manifold injuries notoriously inflicted upon the subjects of our most serene lady Queen Elizabeth for some years past, and by reason of their just fear of imprisonment and of other injuries to be inflicted on them, and also on account of the denial of justice by the said king of Spain, have been unable to recover the bonds for their aforesaid debts[?], or the said goods, things, or wares ; And We also pronounce decree and declare that the beforenamed Hugh Lee, Thomas Alabaster, John Jackson, and their associates, have protested and do by themselves or by their agents duly protest before the officers of the said king of Spain touching the injury done them in that behalf and touching their [loss of] interest in that behalf, and have solicited and treated with the officers of the king of Spain for a remedy ; And that the said officers of the king of Spain have not listened to the agents and factors of the same Hugh Lee, Thomas Alabaster, John Jackson, and their associates, so protesting as aforesaid, and have not cared to listen to them, but, proceeding to more grievous wrongs, have unjustly and against all form of right imprisoned such agents and factors ; And We also pronounce, decree, and declare that the same Hugh Lee, Thomas Alabaster, John Jackson, and their asso-

ciates, have sustained by themselves or by their agents and factors in that behalf charges and expenses in and about the liberating of the said agents and factors of the said Lee, Alabaster, Jackson, and their associates, so imprisoned as aforesaid, and also in the bringing of them back to this realm of England, and also in and about the recovery of the things, goods, and wares aforesaid, certain expenses, and have expended and laid out large sums of money, and have also sustained losses beyond the value of the same goods, things, wares, accounts, debts, and expenses aforesaid, by reason of loss of interest; And that the aforesaid Hugh Lee, Thomas Alabaster, John Jackson, and their associates, by reason and on account of such arrest, expenses, and damages aforesaid, and of other injuries done them in the name of the aforesaid king of Spain, have unduly and unjustly sustained, and do sustain, damages to the amount of £12,700 of lawful English money, in the value of the goods things and wares, and also of the bonds and debts aforesaid, and in charges incurred as aforesaid by reason of the premises, and also in damages by reason of loss of interest, according to lawful proofs made before Us in this behalf; [And We do so pronounce decree and declare] by this Our diffinitive sentence, or this Our final decree, which sentence or decree We pass and promulgate in this writing

JULIUS CÆSAR

DANIELL c. NOKES.

. . . Therefore We, Julius Cæsar, . . . (*common form*) . . . pronounce, decree, and declare, that all the loss and injury that the aforesaid Thomas Daniell suffered by reason of the sinking and overwhelming of a certain boat called the 'Ladell,' of Barking, happened and fell out through the negligence and carelessness of the servants of him, Daniell, and of those who were in the said boat at the time of such sinking and collision; And that the said Francis Nokes and other his sailors and agents on board the said craft called the 'Methey Dorothy' of Ipswich, took, gave, and exercised, every and every sort of care and diligence in caring for and protecting the said boat and in rescuing her from danger; And that the said Nokes, and the rest of the sailors and people of the said craft, were and are in no way guilty of the loss injury and sinking of and to the said boat; And that no fault, wrongful act, negligence, or carelessness, could or

incuriam ascribi aut imponi potuisse aut posse pronunciamus decernimus et declaramus Dictumque Franciscum Nokes ab impetitione et instancia dicti Thome Daniell quoad deducta narrata et petita per eum in hac lite et in libello suo pretenso in hac causa dato dimittendum et absolvendum fore silentiumque perpetuum eidem Thome Daniell quoad premissa imponendum fore sicque dimitti absolvi et imponi debere pronunciamus decernimus et declaramus . . . (*in common form, the clause condemning Daniell in costs being struck out*)

JUL. CÆSAR

OFFICIUM DOMINI c. NICHOLLS.

A.D. 1589 File 57, No. 219. Sentence condemning Nicholls for measuring coals without a licence from the Admiral, and for contemptuous language. See also *ibid.* No. 15; File 55, No. 17, articles.

In dei nomine Amen Auditis . . . meritis et circumstanciis cujusdam negotii contemptus¹ et violacionis jurisdictionis et auctoritatis prenobilis viri domini Admiralli Anglie concernentis ex officio nostro mero quod coram nobis in judicio inter Johannem Theker notarium publicum officium nostrum in hac parte necessarie promoventem ex una et quendam Simonem Nicholls civitatis Londonie partem contra quem hujusmodi negotium promovetur partibus ex altera . . . Idcirco nos Julius Cesar . . . (*in common form*) . . . prenobilem virum Charolum dominum Howard Baronem de Effingham preclari ordinis garterii militem per hos tres duos vel unum annum elapsum magnum Admirallum Anglie Hibernie et Wallie ac dominiorum et insularum earundem ville Calesie et merchiarum ejusdem Normandie Gasconie et Aquitanie fuisse et in presenti esse Necnon serenissimam dominam nostram Elizabetham Anglie reginam officium dicti domini magni Admiralli Anglie eidem prenobili viro Charolo domino Howard dedisse et concessisse in tam amplis modo et forma quam predecessores ejusdem domini magni Admiralli Anglie idem officium unquam habuerunt exercuerunt aut gavisii sunt una cum omni et omnimoda auctoritate jurisdictione et potestate ac cum omnibus et singulis feodis proficuis emolumentis commoditatibus prehemminenciis et advantagiis quibuscumque eidem serenissime domine nostræ reginæ in eodem officio sue Admiralitatis Anglie aut ea occasione quoquomodo debitis incidentibus et pertinentibus quibuscumque pronunciamus decernimus et declaramus Ac insuper omnem et omnimodam jurisdictionem de et super quibuscum-

¹ Sic.

upon waters, salt and fresh, within the realm of England and Ireland, from the first bridges to the sea, belonged and appertained to the Lord High Admiral of England for the time being, and so ought now of right to belong and appertain to the said honourable man, the present Lord Admiral of England; And that the said Simon Nicholls, notwithstanding the premises, in the months and years in this behalf articulate, without any lawful authority conceded to him by the said lord high Admiral of England or by Us his lieutenant, violated and disturbed the jurisdiction of the said Lord High Admiral of England, and by himself and his agents usurped and exercised the office or duty of meting and measuring coals and other wares in ships within the jurisdiction of the said Lord High Admiral; And We pronounce, decree, and declare, that the said Simon Nicholls, in the months and years aforesaid in this behalf articulate, having been frequently, or at any rate once, by one Garrett Swyfte, marshal and official or public officer of the high court of Admiralty of England, on behalf of the said Lord High Admiral, and in his name, and by his authority, admonished and required that he, the aforesaid Simon Nicholls, should not by himself or his agents take upon himself the right of measuring coals within the jurisdiction of the Lord High Admiral of England, or publicly measure coals within the aforesaid jurisdiction, notwithstanding the premises in the months and years aforesaid wantonly attempted, within the aforesaid jurisdiction, to mete and measure coals on board a certain ship, and to exercise the pretended office of meting and measuring coals, and further to measure certain coals as a public officer and servant in that behalf; And that the said Simon Nicholls, after the inhibition so as aforesaid issued in the name of the said Lord High Admiral of England, and also after an arrest had been duly put upon the aforesaid Simon Nicholls by the aforesaid Garrett Swyfte, the marshal and official aforesaid, said, uttered, and spoke, contemptuous words, and in particular the following words in English, to wit, 'That he knew not the said Garrett Swyfte, that did arrest him, to be any officer, and that he would not obey his arrest, and that he would measure coals there still'—to the manifest contempt and dishonouring of the said Lord High Admiral of England, and of the jurisdiction of his court of Admiralty; And accordingly We pronounce decree and declare that the said Simon Nicholls was and is a manifest contemner of the right and jurisdiction of the Lord High Admiral of England, and of this his High Court of Admiralty, and that he ought to be corrected and punished for his so great and

gendum et puniendum fore debere pronunciamus decernimus et declaramus Eumque in expensis legitimis ex parte et per partem dicti officii in hac causa et ejusdem occasione factis et fiendis condemnando et condemnamus . . . (*in common form*)

JUL. CÆSAR ROBERTUS FORTYE ¹

DE LA FIN c. MORRYS.

A.D. 1590 File 57, No. 11. Sentence, adjudging to De la Fin, the French Ambassador, a ship and goods captured by Englishmen from French Leaguers; the entire value of the ship and cargo being, however, awarded to salvors at a wreck of the ship after the recapture. Cf. File 58, Nos. 100, 194.

In dei nomine Amen Auditis . . . inter prenobilem virum Johannem de la Fin legatum regis Francorum nomine domini sui serenissimi principis Gallorum regis partem agentem et querelantem ex una et Willelmum Morrys et Griffithum ap John Griffith armigerum partibus ex altera . . . Idcirco nos Julius Cesar . . . (*all in common form*) . . . navem articulatam sive in predicta allegacione mencionatam vocatam the John of St Mallowes cum variis mercibus et mercimoniis presertim vinis et sale Anglice Spannishe wyne and salte in eadem navi in portu de St Lukars in Hispania pro itinere ad opidum de St Mallowes fiendo oneratam fuisse et in instituto suo itinere predicto per quendam . . . Legate Anglum capitaneum navis vocate the Minion of Hampton et socios suos super alto mari captam et subactam fuisse et esse Dictosque . . . Legate et socios in possessione ejusdem navis et mercium in eadem oneratarum existentes summa ventorum et tempestatum ipsis adversantium vi et impetu in portu de Pullchelly in comitatu Carnarvon cum navi et mercibus predictis eciam invitos appellasse ² maximamque partem vinorum predictorum et totam quantitatem salis predictæ in dicta navi onerate ratione tempestatum predictarum tam antequam dicta navi in eodem portu de Pullchelly appellaret quam posteaquam appellaverat perisse Ipsamque navem in eodem portu naufragium fecisse et submersam fuisse et esse ibidemque remanere Dictosque Willielmum Morrys et Griffithum ap John Griffith post naufragium predictum cura et diligencia sua nonnulla vini dolia aliasque merces in dicta submersa navi remanentes ex naufragio predicto recuperasse servasse et collegiasse Eandemque navem sic in portu predicto submersam existentem et merces predictas sic collectas et recuperatas in possessione sua aut

¹ Semble, the attesting witness; and so elsewhere.

² Sic. Qy. mistake for 'appuliase'; or,

as Professor Maitland suggests, was the scribe rendering 'to call at' only too literally?

remain, in the possession of them, or of some one else by them appointed to take charge thereof; And that the aforesaid William Morrys and John ap Griffith, as was necessary and beneficial, laid out certain sums of money in and about the recovery, preservation, collecting, and custody, of the ship and wares aforesaid, and for the benefit [of the defendants]; And We also pronounce decree and declare that the same ship, called the 'John' of St. Malo, and all and singular the goods on board her, at the time of her arrival in the port of Pwllheli aforesaid, and particularly the said ship wines and other wares so by the aforesaid William Morrys and Griffith ap John recovered, saved, and collected, from the aforesaid wreck, belonged to certain [men named] Godfrey Collet, Jean Trotur, Louis Trenchante, and Pierre Collyn, citizens, residents, townsmen, and inhabitants of St. Malo aforesaid, and to other subjects or allies of the king of Spain and enemies of the king of France and of the queen of England, and were, and are, loaded and consigned for their benefit, use, and account; And that the said Godfrey Collet, Jean Trotur, Louis Trenchante, and Pierre Collyn, and the rest of the inhabitants of the same town, notoriously were and are rebels, traitors, and seceders from and against the king of the French, (in English) rebels and leaguers to the French king, and have taken up, and are now taking up, arms against the said king their lord; And that, by reason of the premises, the same ship, together with her apparel and furniture, and all and singular the goods aforesaid so captured as aforesaid, being in the hands or possession of the said William Morrys and Griffith ap John Griffith, or any other persons whomsoever, were and are forfeited and confiscated to the use and benefit of the aforesaid most serene prince, the king of the French; And that the same ship, and her apparel and furniture, and the goods [aforesaid], were and are goods of rebels against him [the French king], and were and are lawfully captured, taken, spoiled, and detained, from the same rebels, by right of war, and ought to have belonged and to belong to the same king, and ought to be handed and delivered to him; And We also pronounce, decree and declare that the true value of the said ship, with the apparel of the same, and of the wine and the rest of the wares so saved and collected, by the said William Morrys and Griffith ap John Griffith, and come to their possession or custody, at the time when they first so came to their possession, extended and extends to the sum of £200 and no more; And that the said William Morrys and Griffith ap John Griffith (there being first of all paid by the said most noble man [the plaintiff] to the same

Griffitho omnibus expensis et sumptibus per eos quovismodo expositis in et circa recuperacionem collectionem et custodiam navis vini et mercium predictarum quas expensas et sumptus ad summam ducen-
tarum librarum legalis monete Anglie legitime taxamus) ad tradendum et deliberandum predictam navem cum apparatu et omnia vina et reliquas merces quæ in eorum possessionem sic pervenerunt (si extent) alioquin eorum verum valorem predicto prenobili viro ad opus et usum dicti domini sui regis Gallorum cogendos et compellendos condemnandos fore debere eciam pronunciamus declaramus et condemnamus per hanc nostram sententiam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in hiis scriptis

JUL. CÆSAR

NY. STYWARDE

LUCAS c. BONA IN MANIBUS CARIE.

A.D. 1590 File 58, No. 200. First decree against goods of Pearse, who had spoiled goods of Lucas.

In dei nomine Amen . . . pars discretorum virorum Johannis Lucas de Saltashe et Roberti Brockdon de Stonhouse in comitatu Cornubie mercator contra et adversus sexcentos nonaginta et tres modios salis et viginti lapides molares in manibus et possessione Georgii Carie armigeri situata et existentia ad capitaneum Pearse dum vixit et socios spectantia et pertinentia nuper auctoritate hujus curie arrestatos ac contra eundem capitaneum Pearse in specie ac omnes et singulos alios coram vobis pro eisdem bonis rebus et mercibus in judicio legitime intervenientes in genere . . . (*all in common form*) . . . proponit Quod predicti Johannes Lucas et Robertus Brockdon annis domini 1589 et 1590 ac mensibus in eisdem annis concurrentibus eorundemve annorum quolibet aliquibus uno sive aliquo fuerunt et erant domini proprietarii ac legitimi possessores tresdecim buttarum vini Hispanici Anglice xijj butts of sack ac in possessione eorundem¹ notorie constituti easdem tresdecim buttas vini Hispanici per se aut suos in naviculam quandam vocatam a Bretishe ship or bottome in partibus transmarinis in hoc regnum Anglie transvehendas et transportandas et ibidem in eorum usum et commodum distrahendas et vendendas annis et mensibus predictis eorumve uno onerarunt seu onerari fecerunt Quodque dicta navis seu navicula vocata the British shipp cum vinis predictis in eadem oneratis in navigatione sua super alto mari versus portum destinatum in hoc regno Anglie aggressa fuit invasa expugnata et capta per predictum capitaneum Pearse

¹ Sic.

certain ship of war ; And that the said Pearse, then and there, upon the high sea within the jurisdiction of the Admiralty of England, and within the ebb and flow of the sea, himself, and by his accomplices, violently took, robbed, and carried away, the same 18 butts of Spanish wine from the master, commander and seamen of the said craft called a British ship, and took and received [the same] into his own hands and possession without any just title or authority . . . Wherefore the said John Lucas and Robert Brockdon, the aforesaid parties complainant, having no other hope of recovering their aforesaid goods . . . (*arrest the goods and pray to be put into possession, in common form*)

PINDER c. COCKEREY.

. . . Therefore We, Julius Cæsar, . . . (*common form*) . . . pronounce, decree, and declare, that the aforesaid William Pinder, in the years and months in this behalf libellate, had obtained and procured from the lord high Admiral of England the office, power, or appointment, of reloading with ballast, gravel, and sand, in and over all the river Thames, at London; all merchant ships whatsoever arriving at the port of London and discharging their cargoes; And to that intent, being called by the common name of the Ballaster, was at and throughout the whole of the time libellate in possession of the said office, power, or appointment, and for such was, and is, commonly called, held, reckoned, named, and reputed; And We also pronounce, decree, and declare, that all and singular the masters or owners of ships navigating and passing by the Thames aforesaid and its banks, after unloading their ships and discharging their cargoes carried there, were wont, and ought to have reloaded, and ought now, to reload the same ships with the loam, ballast, and sand, of the said officer called the Ballaster, or of his agents, and were also wont and ought to pay and discharge to the same officer for every ton of ballast aforesaid the sum of 8*d.* of lawful English money; And that the said Christopher Cockerey, in the years and months in this behalf libellate, was the master of the aforesaid ship called the 'Talbot' of Hull, and, himself or by his agents, according to lawful proofs in this behalf made before Us, received into the same ship loam or ballast of the said officer called the Ballaster, to the amount of 24 tons of ballast, without any payment, discharge, or satisfaction whatsoever had and made for the same to the aforesaid officer; We therefore condemn the aforesaid

Cockerey tam in summa xvj^s pro dictis xxiiij tonellis saburre sic ut prefertur in nave predicta receptis quam in expensis . . . (*condemnation in common form*)

JUL. CÆSAR

JO. HUNT [?]

OFFICIUM DOMINI c. DULINGE.

A.D. 1591 File 60, No. 268. Articles, promoted by grantees of the foreshore against Dulinge for erecting a wear at Braunton, in Devonshire, without having obtained a licence from the Admiral. Extract, showing the claim of the Crown to the sea and foreshore.

Imprimis quod tu scis vel credis quod tam serenissima domina nostra domina nunc regina Anglie Elizabetha quam omnes et singuli illustrissimi et invictissimi progenitores et predecessores sui reges Anglie de tempore et per tempus cujus contrarii memoria hominum non existit jure prerogativæ suæ regiae semper in jure regni sui fuerunt domini atque proprietarii prout eciam ipsa domina nostra nunc regina Elizabetha in presenti est domina ac proprietaria maris adjacentis regno Anglie ac Angliam ambientis et preterlabentis saltem pro 800, 200, 100, 50, 40, 30, 20, seu 10 miliaria a terra sive littore versus ejusdem maris profundum ejusdemque maris littorum ac omnium ac singulorum jurium privilegiorum fructuum emolumentorum hereditamentorum et reddituum regaliū ac dominicalium quorumcunque ex eisdem mari et littoribus orientium contingentium provenientium et renovantium ipsarumque adeo terrarum omnium mari suppositarum subjacentium et superinundatarum ac eciam fluminum publicorum et portuum in omnibus et singulis locis maritimis regni Anglie omniumque edificiorum structurarum rerum et machinarum ad pisces capiendos vel aliquem alium usum in dictis mari littoribus portibus terris et locis saltē infra fluxum et refluxum maris et aquae ad plenitudinem edificatorum positorum et existentium necnon redditus et piscationum et salinarum aliorumque proventuum ibidem perceptorum seu quomodolibet provenientium et contingentium omniaque et singula premissa res jura privilegia redditus et alia regalia seu dominicalia quaecunque ex regia sua prerogativa generali semper possederunt occuparunt et tenuerunt prout eciam ipsa domina nunc regina Anglie predicta possedit semper occupavit et tenuit proque omnium et singulorum premissorum dominis proprietariis possessoribus occupantibus communiter per tempus memoratum tenti habiti et reputati fuerunt et sunt prout eciam ipsa domina nunc regina predicta communiter dicta tenta habita et reputata fuit et est. . .

FRANCHIOTTIE c. SCHRODER.

A.D. 1593 File 61, No. 11. Bottomry sentence ; the voyage not having been performed, but the ship and part of the cargo having been salvaged by the lenders ; condemnation for salvage.

. . . Idcirco Nos Julius Cæsar . . . (*in common form*) . . . prefatum Conradum Schroder mensibus Martij . . . et Novembris anno domini 1593 jam currente fuisse dominum proprietarium et legitimum possessorem quarte partis cujusdam navis vocate the Angell Michael de Lubecke ac omnium et singulorum apparatusum et ornamentorum ad eandem ratione dicte quarte partis qualitercunque spectantium et pertinentium proque domino proprietario et possessore legitimo quarte partis dicte navis fuisse et esse communiter dictum tentum habitum nominatum et reputatum palam publice et notorie pronunciamus decernimus et declaramus Dictumque Conradum Schroder in aliquo mensium predictorum proposuisse et intendisse ac in proposito habuisse expedire quoddam viagium marittimum ad partes transmarinas cum dicta nave ac nonnullis bonis rebus et mercibus in eadem oneratis eandemque navem ad hujusmodi effectus cum apparatibus ornamentis cibariis et victualibus ad hujusmodi viagium marittimum perimplendum seu complendum instruxisse et parasse Eundemque Conradum mutuo accepisse et habuisse a prenominato Horatio Franchiottie ducentas libras currentis monete Anglie Necnon a dicto Bartholomeo Corsinie quinquaginta libras similis monete Anglie ad navem predictam cum ceteris premissis ad dictum viagium complendum aptis idoneis et requisitis instruendam juxta confessionem ejusdem Conradi etiam pronunciamus decernimus et declaramus Necnon etiam in aliquo mensium predictorum inter dictos Horatium Franchiottie et Bartholomeum Corsinie et Conradum Schroder ratione et intuitu dicti viagii marittimi per navem predictam faciendi et expediendi conclusum concordatum promissum et pactum fuisse quod si et quatenus dictus Conradus Schroder viagium constitutum salvo expediret dictaque navis tuto ad portum constitutum in partibus ultramarinis seu aliquem alium portum transmarinum applicaret quod tunc idem Conradus prestaret et solveret prefato Horatio Franchiottie summam ducentarum et quinquagintarum¹ librarum intuitu et nomine dicte summe ducentarum librarum (ut prefertur) mutuate necnon dicto Bartholomeo Corsinie summam septuaginta librarum Necnon etiam inter partes predictas intuitu dicte summe (ut prefertur)

¹ Sic.

aforesaid parties in respect of the said sum so lent as aforesaid for the aforesaid purpose, that, in case the said ship before she arrived at the parts appointed should suffer shipwreck or be sunk by storm and bad weather, or perish by any other misfortune whatsoever, so that the appointed voyage could not be accomplished, that then, as well the said Horatius, as the said Bartholomew, should bear or sustain the risk of the sums respectively lent by them, and should discharge the said Conrad Schroder from the repayment or making good of the aforesaid sums respectively lent; and that, if the same ship, or any part of her or of her apparel, should be recovered or preserved, that then and in that case the said plaintiffs should have and enjoy rateable portions of the said ship or of the part of her [preserved], and of the apparel so recovered and preserved, according to the rateable amount of the sums by them respectively lent; as clearly appears and is manifest by two writings, or mercantile bills, called in English bills of bottomry, entered in and made between the aforesaid parties respectively, and handed over and delivered as their deeds, and exhibited judicially before Us on behalf of the said plaintiffs, and by the confession of the said Conrad made judicially before Us; And that the said Conrad Schroder hypothecated and pledged his ship and her apparel and furniture to the beforenamed Horatius and Bartholomew for the faithful performance of the agreement and of the sea voyage aforesaid; And We pronounce, decree, and declare, that, after the premises, or at least after the lending of the aforesaid moneys and before the said ship had sailed from the river Thames for the purpose of accomplishing the appointed voyage, or had commenced the maritime journey aforesaid, the said ship or the greater or some part of the same, together with the apparel and goods laden on board her, suffered shipwreck and was sunk, whereby the aforesaid appointed voyage failed to be and could not be performed; And We pronounce, decree, and declare, that the said ship, though greatly shaken by the violence of the storm and wholly sunk and spoiled, and certain parts of her apparel and furniture, were by the aid help and expense of the said plaintiffs or of others by their orders preserved and recovered from utter destruction; And that the same ship and some part of her apparel was raised and recovered from the stream or river Thames aforesaid; And that the said plaintiffs laid out the sum of £40 of lawful English money in preserving and saving the aforesaid ship and apparel, and in raising or recovering the same from the river aforesaid; We therefore pronounce, decree, and declare by this Our definitive sentence or this Our final decree, which sentence or decree We

ejusdem predicta alias auctoritate dicte curie Admirallitatis Anglie ad instanciam dictorum agentium pro eorum respective debitis predictis arrestata et sub arresto hujusmodi remanentia auctoritate nostra per homines indifferentes et idoneos ac in hac re expertos juxta verum valorem eorundem aprecianda et estimanda esse ac facta appreciatione et estimacione hujusmodi eandem navem et apparatus ejusdem pre-nominato Horatio et Bartholomeo in solucionem et satisfactionem respective debitorum suorum (si vero ad hoc sufficiunt) sin minus in quantum ad id extendunt tradenda et deliberanda fore pronunciamus decernimus et declaramus per hanc nostram sententiam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in his scriptis

JO. AMYE

JUL. CÆSAR

BURROUGHE c. BUTLER.

A.D. 1595 File 63, No. 226. Prohibition; suit in Admiralty as to a right of way across the tidal river Wear, in Lancashire; Libel, File 63, No. 235.

Elizabeth . . . egregio viro magistro Julio Cesare¹ legum doctori supreme curie nostre Admirallitatis nostre Anglie locumtenenti judicii sive presidenti legitime constituto aliove judici in hac parte competenti cuicunque Salutem Ostensum est nobis in curia nostra coram justiciariis nostris apud Westmonasterium ex quadam querela Henrici Butler de Rawclyff in comitatu Lancastrie armigeri Quod cum in statuto . . . (*reciting* 15 Ric. II. c. 8) . . . Quidam tamen Willelmus Burroughe de Larbreck in dicto comitatu Lancastrie generosus statutum predictum minime ponderans sed machinans nos et coronam nostram regiam exheredare et cognicionem placiti que ad curiam nostram pertinet ad aliud examen infra regnum predictum trahere necnon ipsum Henricum contra debitam hujus regni Anglie² formam et statuti predicti indebite pergravare opprimere et fatigare quoddam placitum inter prefatum Willelmum et dictum Henricum emergens infra corpus predicti comitatus Lancastrie per terram de pro et concernens quandam suppositam viam quam predictus Willelmus vendicat et pretendit habere et uti a quadam domo ipsius Willelmi communiter vocata Larbreck aliter Larbreck House in Larbreck predicta pro se tenentibus pecoribus et plaustis suis per et trans quandam rivum vocatum Wyer in Larbreck et Outrawclyff in dicto comitatu Lancastrie

¹ Sic.² Qy. 'legis' omitted.

per diversa vadia ejusdem rivi ac abinde per et trans terram predicti Henrici Butler in Middle Rawelyff in predicto comitatu Lancastrie usque ad quoddam mossetum in Upper Rawelyff in dicto comitatu Lancastrie et ab eodem mosseto retrorsum per et trans loca predicta inter alia usque ad domum predictam ac etiam de pro et concernens diversos insultus et alias transgressionones per ipsum Henricum et servientes suos in et super diversos servientes et pecora predicti Willelmi ibidem infra corpus predicti comitatus Lancastrie super terram illata et facta supposita coram vobis in suprema curia Admirallitatis nostre Anglie prosecutus fuit et adhuc proseguitur et eundem Henricum inde traxit in placitum in eadem curia ipsumque Henricum per processum a curia illa ad prosecutionem dicti Willelmi habita et impetrata per corpus suum capi et attachiari fecit in nostri contemptum et ipsius Henrici gravamen dampnum et prejudicium manifesta et contra formam statuti predicti. Et quia hujusmodi placita ad nos et non ad alium pertinet in eodem regno vobis et cuilibet vestrum prohibemus ne aliquod placitum de via predicta seu de insultibus et transgressionibus predictis aut appendentibus eorundem coram vobis in curia nostra Admirallitatis predictae ulterius teneatis nec quicquid attemptetis quod in nostri seu legis et consuetudinis regni nostri Anglie derogacionem seu contemptum aut predicti Henrici prejudicium cedere valeat quoquomodo et si quid per vos versus prefatum Henricum in hac parte contra formam statuti predicti attemptatum fuerit id sine dilacione revocetis et revocari faciatis periculo incumbente. Teste Edwardo Anderson apud Westmonasterium xiiij die Maii anno regni nostri tricessimo septimo

SCOTT

EYNON c. DUNLEE.

A.D. 1596. File 64, No. 49. Sentence pronouncing for the possession of salvors and purchasers of a Scotch ship and goods in distress on Cardigan Bar, as against the Vice Admiral. See also *ibid.* No. 54; File 65, Nos. 124, 216, Eynon c. Nicholas, as to the master's power to sell; *ibid.* No. 54, Eynon c. Guyard, Mayor of Cardigan.

In dei nomine Amen. Auditis . . . circumstantiis . . . causae civilis et marittime inter Ludovicum Eynon et Johannem Thomas Bynon partem agentem et querelantem ex una et Edwardum Dunke armigerum Viceadmirallum in partibus South Wallie partem ream et querelatam partibus ex altera . . . Idecirco Nos Julius Caesar . . . *call in common form* . . . pro jure titulo et possessione dictorum Ludovici Eynon et Johannis Thomas Bynon in navi Gallica appara-

tibus et ornamentis ac bonis rebus et mercibus oneratis in eadem et prope locum marittimum dictum le Barre de Cardigan periclitatis anno et mensibus in hac parte articulatis ipsorumve mensium uno sive aliquo pronunciamus decernimus et declaramus Ipsosque dominos et proprietarios ac possessores legitimos dicte navis apparatusum et ornamentorum ac bonorum rerum et mercium in eadem oneratorum fuisse et esse etiam pronunciamus decernimus et declaramus per hanc nostram sententiam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in hiis scriptis

THO. CROKE

JUL. CÆSAR

KINGE c. GOMEZ.

A.D. 1596 File 64, No. 46. First decree, jactitation of title.

In dei nomine Amen Coram . . . (*common form*) . . . pars generousum virorum Willelmi Kinge de Lymehouse et Johannis Grynt de London' contra et adversus navem quandam vocatam the Fortune ac apparatus et ornamenta ejusdem nuper ad quendam Lodovicum Gomes de Cales spectantem et pertinentem ac contra eundem Lodovicum Gomez in specie ac omnes alios et singulos in genere necnon contra quemcunque alium in specie jus titulum aut interesse in eisdem habentem aut habere pretendentem coram vobis pro eisdem navi ac apparatus et ornamentis ejusdem in judicio legitime intervenientem . . . (*common form*) . . . proponit Quod dicti Willelmus Kinge et Johannes Grynt per hos duos tres quatuor quinque pluresque menses jam ultimos elapsos fuerunt prout in presenti sunt domini proprietarii sive possessores dicte navis vocate the Fortune ac omnium et singulorum apparatusum et ornamentorum quorumcunque ad eandem navem qualitercunque spectantium et pertinentium proque dominis proprietariis et possessoribus legitimis eorundem fuerunt et sunt communiter dicti tenti nominati habiti et reputati palam publice et notorie Tamen citra premissa eisque non obstantibus prefatus Lodovicus Gomez eandem navem cum apparatus et ornamentis predictis ad se spectare utcunque pretendit asseruit et jactitavit in dictorum Willelmi Kinge et Johannis Grynt maximum prejudicium et damnum Unde dicti querelantes spem aliam ad recuperandam dictam navem non habentes nisi per arrestacionem . . . (*citation of Gomez, non-appearance, prayer for possession in common form*)

THO. TALBOT

JUL. CÆSAR

A.D. 1597

REGINA C. LAKE.

File 65, No. 221. Sentence condemning a seaman on board a Queen's ship in the Armada fight for purloining a suit of gilt armour from the captured ship of Don Pedro de Valdez. Articles against the same defendant, *ibid.* No. 208.

In dei nomine Amen Auditis . . . (*in common form*) . . . inter illustrissimam in Christo principem et dominam nostram dominam Elizabetham dei gracia Anglie Frauncie et Hibernie reginam fidei defensorem etc. partem agentem sive querelantem ex una et Henricum Lake de Plimouth partem ream sive querelatam partibus ex altera . . . Ideirco nos Julius Cesar . . . (*all in common form*) . . . serenissimam dominam nostram reginam predictam in aliquo mensium in anno domini 1588 concurrentium classem suam regiam ad expugnandum Hispanos ac subditos regis Hispanie debellandum pro defensione sua hujus regni et subditorum suorum ad mare emisisse et ejusdem classis honorandum virum dominum magnum Admirallum Anglie prefectum generalem constituisse Dictamque classem regiam super alto mare aliquo mensium anni predicti cum classe Hispanica tunc cursum suum contra regnum Anglie reginam ejusque subditos dirigentem convenisse et magno conflictu dimicasse ac in dicto congressu et pugna classem Anglicam varias naves ad classem Hispanicam predictam spectantes et pertinentes unam presertim in qua quidem Don Pedro¹ profuit cepisse et in potestatem suam redegissee ac in eadem tempore capture ejusdem seu in alia navi Hispanica armaturam quandam deauratam Anglice a gilt armour fuisse dictamque armaturam deauratam ad prefatum Don Pedro seu ad alium vel alios regis Hispanie subditos spectantem et pertinentem ad manus et possessionem prefati Henrici Lake super alto mare ac infra jurisdictionem Admirallitatis Anglie pervenisse juxta confessionem dicti Henrici Lake pronunciamus decernimus et declaramus Necnon prefatum Henricum Lake dictam armaturam deauratam in navem quandam vocatam the Minion of Plimouth tunc infra jurisdictionem Admirallitatis Anglie notorie existentem imposuisse seu imponi procurasse ac de eadem ad libitum voluntatis sue disposuisse Dictamque armaturam ad summam sive valorem viginti librarum legalis monete Anglie extendisse juxta confessionem dicti Henrici Lake etiam pronunciamus decernimus et

¹ Don Pedro de Valdez. His ship was the Capatana, which, after being disabled by collision with the Santa Catalina, and deserted by Solana's fleet, was captured by the English. She had on board 'a chest

of swords which the Duke was taking care to be presented to the English Captains' etc. See Mr. Froude's *Spanish Story of the Armada*, p. 42.

declaramus Eandemque armaturam deauratam in dicta pugna ut prefertur captam ad serenissimam dominam nostram Elizabetham reginam spectasse et pertinuisse ac sic spectare et pertinere debere Dictumque Henricum Lake tempore capture armature predictæ fuisse militem gregarium Anglice a common souldyer or a sayler ac tempore libellato pro servicio suo in dicta pugna et conflictu predicto solutionem regiam seu stipendium regium recepiisse et habuisse seu sic habere et recipere potuisse Dictumque Henricum Lake ad restituendum dictam armaturam captam et per eundem Henricum subtractam dicte serenissime domine nostre regine compellendum et cogendum fore debere etiam pronunciamus decernimus et declaramus Prefatum igitur Henricum Lake ad restituendum et tradendum in usum serenissime domine nostre regine armaturam predictam si extet alioquin verum ejusdem valorem quem taxamus et estimamus ad summam 20^{li} legalis monete Anglie juxta confessionem dicti Henrici Lake pro armatura predicta per eum ut prefertur capta et subtracta pronunciamus decernimus et declaramus Dictumque Henricum Lake tam in dicta summa 20^{li} pro armatura predicta quam in expensis legitimis ex parte et per partem dicte serenissime domine nostre regine in hac parte factis et fiendis et ad usum domine nostre regine solvendis condemnamus per hanc nostram sententiam diffinitivam . . . (in common form)

THO. CROMPTON

JUL. CESAR

DE LA FABIA c. SALTONSTALL.

A.D. 1897 File 65, No. 155. Writ of supersedeas from the court of Exchequer to the judge of the Admiralty, directing him to stay proceedings in a suit against a collector of customs, upon the ground that by prerogative crown debts have priority to all other debts.¹ See De la Fabia c. bona Pope, *ibid.* No. 157, De Greeve c. bona Pope, *ibid.* No. 159, Perez c. bona Pope, *ibid.* No. 162, first decrees against goods and debts of Pope in the hands of Saltonstall and Witche. The address of the writ is on a slip attached to the writ.

Venerabili viro Julio Cesar legum doctori curie principalis Admirallitatis Anglie judici sive locumtenenti necnon advocatis procuratoribus et ceteris ejusdem curie quibuscunque et eorum cuilibet de supersedendo querele etc. pro Ricardo Saltonstall cive et aldermanno Londonie etc.

REMEMORATOR REGINE²

¹ Mr. Hubert Hall has referred me to fo. 215 of his forthcoming edition of the Red Book of the Exchequer, Rolls Series, p. 810, 184 per carta regis ad taxationem debitorum, where is cited, as of the year 1275, a prohibition to William Attelburghe,

commissary of the Archdeacon of Chester directing him not to hold a plea of Wymundham c. the executors of Simon de Pateshulle, a crown debtor.

² Qy. In the original 'Rexna.'

Elizabeth, by the grace of God queen of England, France, and Ireland, defender of the faith, &c., to Julius Cæsar, doctor of laws, judge or lieutenant of the principal court of the Admiralty of England, and also to the advocates, proctors, and other the officers of the same court, whomsoever, and to every of you, Greeting: Amongst those things that adorn the royal dignity, the ancient custom is observed in Our own time and in the times of Our predecessors, that gives to Us the prerogative right that debts due to Us be levied of Our debtors and paid out of their goods before satisfaction be made to their [other] creditors; And whereas now upon grievous complaint made on behalf of Richard Saltonstall, citizen and alderman of London, collector in Our port of London of Our small customs of things exported, it has been shown [to Us] that whereas Louis Perez, Cornelius de la Fabia, Anthony Geere, Philip Stamliia and his partners, and Jacobus de Greeve, merchant strangers, lately exhibited and affirmed a certain plaint against the aforesaid Richard Saltonstall, Richard Witche, Nicholas Pearson, and Thomas Fisher, merchants of the city of London, you summoned the aforesaid Richard Saltonstall before you, and, as We hear, are compelling him to answer the aforesaid plaint, whereby he is hindered from attending to his said office of collector, or from rendering an account of the aforesaid customs, and from making satisfaction to Us for the moneys accruing therefrom, as he is bound to do, to the injury of Us, and to the prejudice of the aforesaid account, and also to the manifest delaying of the payment of the moneys therefrom accruing; And We, being minded that Our prerogative aforesaid should be preserved uninjured, and that satisfaction should be made [to Us] in priority to the rest of the creditors of the aforesaid Richard Saltonstall, and in priority to all others whomsoever, as We are bound to do, command you, and by these presents straitly enjoining you, order that you altogether stay the aforesaid plaint, and that you attempt nothing against the aforesaid Richard Saltonstall, by whatsoever name he be called, by reason of the aforesaid plaint, and that you cause nothing to be done that may tend to Our prejudice and to the infringement of Our aforesaid prerogative, [and this] at your peril; And that, at the octave of Saint Michael next ensuing, you do clearly and openly certify to the barons of Our Exchequer at Westminster what you have done in the premises; And that you have there this writ; Witness, William Periam, knight, at Westminster, on the 15th day of June in the 39th year of our reign.

regni nostri xxxix^o per rubeum librum de Scaccario in custodia rememoratoris regine ibidem existentem ac per cancellarium et barones
FANSHAWE

MILLER c. BONFIELD.

A.D. 1597 File 65, No. 180. Prohibition. Suit in Admiralty upon a charter-party made in Dorsetshire; first decree *ibid.* No. 108.

Elizabeth dei gracia Anglie Francie et Hibernie regina fidei defensor etc. Carolo Comiti Nottinghamie Baroni de Effingham preclari ordinis garterii militi domino magno Admirallo Anglie Hibernie et Wallie ac dominiorum et insularum eorundem ville Calesie et marchiarum ejusdem Normandie Gasconie et Aquitanie classisque et marium dictorum regnorum Anglie et Hibernie prefecto generali sive suis deputatis Salutem Ostensum est nobis in curia nostra coram justiciariis nostris apud Westmonasterium ex gravi querela Roberti Bonfield quod cum in statuto . . . (*reciting 13 Ric. II. c. 5 and 15 Ric. II. c. 8*) . . . Quidam tamen Ricardus Miller et Johannes Beriman statuta predicta minime ponderantes et machinantes prefatum Robertum contra debitam legis regni nostri Anglie formam et contra formam et effectum statutorum predictorum indebite gravare opprimere et fatigare necnon cognicionem placiti que ad nos et coronam nostram regiam pertinet ad aliud examen in curia Admirallitatis triari et determinari causare quoddam placitum versus predictum Robertum in curia Admirallitatis coram vobis pretexto cujusdam suppositi contractus super alto mare fieri suppositi concernentis conduccionem cujusdam navis vocate the Seaberry of Poole existentis navis predictorum Ricardi Miller et Johannis Beriman per predictum Robertum Bonfield pro quodam itinere navali faciendo ubi revera contractus qui inde factus fuisset factus fuit apud Corfe in Insula de Purbeck in comitatu Dorsettie et non super alto mare prosequuti fuerunt et adhuc prosequuntur ac ipsum Robertum capi et arrestari causaverunt ad comparendum coram vobis prefato Admirallo de et in premissis responsurum in nostri contemptum et ipsius Roberti dampnum prejudicium et depauperacionem manifesta ac contra formam et effectum legum actuum et statutorum predictorum Unde nobis supplicavit idem Robertus sibi de remedio congruo in hac parte provideri Et nos jura corone nostre regie prout vinculo juramenti astringimur manutenere volentes ac contra eadem nolentes ligeos nostros supposicionibus violare¹ illicitis vobis prohibemus et precipimus quod placitum predictum premissa aliquaher

¹ Sic: qy. 'violari.'

prohibit and order that you no further entertain the aforesaid plea before you, and that you take no proceeding and do no thing concerning the aforesaid action or cause, and that you attempt not, nor permit nor procure to be attempted, any thing therein that may in any way tend to contempt of Us or to the injury, prejudice, and oppression of him, Robert, under peril of incurring the sentence that is the penalty of violators of Our laws. Witness, Edward Anderson, at Westminster, on the 26th day of October in the thirty-ninth year of our reign

PASKYN

SCOTT

RITZO c. PIGNEA.

. . . Therefore We, Julius Cæsar, . . . pronounce, decree, and declare, that one George Heldever, merchant, . . . in the year of the Lord 1595 last past, was the agent, factor, and man of business at Venice, of the aforesaid Franciscus Ritzo; And also that Dominic Pigneæ was the lawful owner, proprietor, and possessor, of the aforesaid ship called the 'Pigneæ' of Venice, and of all and singular the apparel and furniture to her in any way belonging and appertaining; And that one Simon Gregghoa, otherwise Simon Greco, was master of the said ship; And that they [Pigneæ and Gregghoa] were and are openly, publicly, and notoriously, called, held, nominated, and reputed, as such [owner and master]; And that the aforesaid George Heldever, in the year and months aforesaid, or in some or one of the same months, being in the parts of Venice or other parts beyond sea, bought and acquired twenty-one chests of fine Venice drinking glasses to be carried for the use and account of the aforesaid Franciscus Ritzo, and as the proper goods of the said Franciscus Ritzo, to this realm of England, and that he dealt, agreed, arranged, and contracted, with the aforesaid Dominic Pigneæ, owner and proprietor of the said ship the 'Pigneæ' of Venice, for the carriage of the aforesaid glasses in the aforesaid ship from the aforesaid parts beyond sea to this realm of England, to the port of London; And We pronounce, decree, and declare, that the same George Heldever, or another by his order and with his will and consent, loaded and put on board the aforesaid ship called the 'Pigneæ' of Venice, for the use and account of the aforesaid Franciscus Ritzo, the said twenty-one chests of glasses, safe and well conditioned, to be carried, with the will consent and knowledge of the same

naulo 90ⁿ proinde solvendo onerasse et imposuisse Dictumque Dominicum Pigneu seu alium de ejus mandato voluntate consensu ac eciam paciencia et ratihabicione easdem cistas vitreas idque ad usum prefati Francisci in navem predictam recepisse et habuisse ac onus transportandi easdem cistas a partibus predictis ad portum Londonie et easdem salvo et bene condicionatas prefato Francisco Ritzo tradendas in se assumpsisse pronunciamus decernimus et declaramus Premissis tamen non obstantibus dictum Dominicum Pigneu dictas viginti unam cistas vitrorum predictorum aut saltem vitra in eisdem existentia ad dictum portum Londonie bene condicionatas juxta pactum et convencionem predicta minime adduxisse aut transportasse sed ducenties duodecem vitra vitrorum predictorum Anglice 200 dozen of the said glasses culpa ac negligencia ejusdem Dominici vel saltem magistri et gubernatoris sui navis predictae vel forsan aliorum nautarum seu marinariorum dicte navis per eundem Dominicum constitutorum et conductorum fracta et non bene conditionata fuisse et esse . . . (*condemnation of Pigneu in 1715, being the value of the glasses at 7s. 6d. per dozen, and in costs*)

THO: CROKE

JUL. CÆSAR

SIMONDSON c. MANELLI.

A.D. 1597 File 65, No. 52. Sentence against the owner of the 'Golden Noble' for repairs, declaring the ship hypothecated for the same; libel, *ibid.* No. 113.

In dei nomine Amen . . . inter Nicholaum Simondson de Limehouse in comitatu Middlesexie fabrum lignarium partem agentem sive querelantem ex una et Thomam Manelli civitatis Londonie mercatoris partem ream sive querelatam partibus ex altera . . . Idcirco Nos Julius Cesar . . . (*all in common form*) . . . navem predictam vocatam the Golden Noble alias the Elizabeth anno et mensibus libellatis aut eorum mensium uno sive aliquo constructam et edificatam vel saltem reparatam aut emendatam fuisse saltem tot et tantas ruinas et decasus passam fuisse presertim in constructuris et fabricacionibus ligneis quod dominus et proprietarius seu magister ejusdem eandem navem in mare emittere seu viagia marittima cum eadem facere sine nova constructura et reparatione ejusdem non potuit ac quendam Willelmum Tuckey anno et mensibus libellatis aut eorum mensium uno sive aliquo fuisse bursarium navis predictae seu saltem officarium in dicta nave vulgo appellatum a boteswaine proque tali communiter dictum tentum habitum nominatum et reputatum palam publice et notorie pronunciamus decernimus et declaramus Necnon prefatum

Nicolaum Simondson ad usum navis predictæ et pro necessaria structura et reparacione ejusdem omnes et singulas respective ligni particulas vel totum et omne lignum in quadam papiri schedula coram nobis in hujusmodi causa exhibita ac penes Registrarium supreme curie Admirallitatis Angliæ predictæ remanente (ad quam nos referimus et pro hic lecta et inserta habemus et haberi volumus) in navem predictam infra fluxum et refluxum maris ac jurisdictionem magni Admiralli Angliæ existentem tradidisse et deliberasse seu saltem Willelmum Tuckey bursarium navis predictæ totum et omne lignum in dicta schedula specificatum ad usum dictæ navis ab eodem Nicholao Simondson de et cum consilio consensu et assensu domini proprietarii seu magistri dictæ navis et pro necessaria reparacione et structura dictæ navis recepisse et habuisse dictamque navem cum ligno hujusmodi infra jurisdictionem Admirallitatis predictæ constructam reparatam et emendatam fuisse ac omnes et singulas respective ligni particulas seu saltem totum et omne lignum hujusmodi predictum in navem predictam traditum et impositum et ad usum ejusdem navis (ut prefertur) applicatum ad summam sive valorem quinddecim librarum sexdecim solidorum et sex denariorum legalis monete Angliæ notorie se extendisse et extendere juxta probationes legitimas coram nobis in hujusmodi causa habitas et factas pronunciamus decernimus et declaramus. Neenon eciam prefatum Thomam Manelli pro jure et interesse suo in hac parte intervenisse ac allegasse navem predictam tempore interpositi arresti ad eum spectasse et pertinuisse ac eciam ex parte ejusdem Thomæ Manelli fidejussum fuisse et esse de respondendo accioni per dictum Nicolaum Simondson in hac parte mote de jure judicio sisti ac judicato cum expensis solvendo casu quo constiterit navem predictam quoquo modo obnoxiam obstrictam aut ypothecatam fuisse aut esse eidem Nicholao racione premissorum pronunciamus decernimus et declaramus. Dictam igitur navem racione premissorum pro solucione summe predictæ de jure obstrictam et ypothecatam esse et de jure obstringi et ypothecari debere eciam pronunciamus decernimus et adjudicamus. Prefatumque Thomam Manelli tam in dicta summa . . . (*condemnation in common form*)

RICH. HUDSON

JUL. CRAW

PLYMOUTH C. BUCKNAM.

A.D. 1597 De Banco Roll, Mich. 39 & 40 Elizabeth, rot. 3158; Prohibition cited in Coke's Fourth Inst. tit. Admiralty, upon the ground that *pleas of writings*

and securities for debts belong to the Common Law Courts, and not to the Admiralty. The prohibition is not amongst the Admiralty records.

Memorandum Quod duodecimo die Novembris isto eodem termino coram Justiciariis dominæ reginæ de Banco venit quidam Willelmus Bucknam per Henricum Evans attornatum suum et dat curie hic intelligi quod cum omnia et singula placita de quibuscunque debitis et contractibus ac securitates proinde factas et earum validitates tangentia vel concernentia necnon eorum placitorum cogniciones ad dominam Reginam nunc coronam et dignitatem suas specialiter pertineant ac per leges hujus regni Anglie et non per jura Admirallitatis nec per Admirallum sive ejus locumtenentem triari terminari et discuti debeant et consueverunt Cumque eciam idem Willelmus per quoddam scriptum suum sigillo suo sigillatum et ut factum suum traditum et deliberatum indebitatus existit cuidam Rolando Pyrmount in centum septuaginta et sex coronis aureis Gallicis sole impressatis Anglice *French crownes of the Sonne* quinquaginta et quatuor *lez souls* de moneta Gallica in toto attingentibus ad summam quinquaginta trium librarum unius solidi et quatuor denariorum legalis monete Anglie solvendis eidem Rolando ad utilitatem suam prout per idem scriptum plenius apparet (. . . *Recital that Pyrmount had sued Bucknam upon the bond in Admiralty, and that the judge had refused to admit Bucknam's plea to the jurisdiction; praying for prohibition; et ei conceditur*)

OFFICIUM DOMINI c. THE 'FLYING DRAGON.'

A.D. 1598 File 66, No. 74. Sentence condemning the 'Flying Dragon' as forfeited to the Admiral for piracy; *ibid.* No. 25 (2) defence, that her owners were not privy to the spoil.

In dei nomine Amen Auditis . . . meritis et circumstantiis cujusdam officii negotii quod coram nobis in judicio inter Johannem Theker notarium publicum officium nostrum in hac parte necessarium promotorem ex una et quemdam Willelmum Walton civitatis Bristolii mercatorem partem contra quam hujusmodi officium promoveretur partibus ex altera . . . aliquamdiu vertebatur et adhuc vertitur . . . Idecirco nos Julius Casar . . . (*in common form*) . . . prefatum Willelmum Walton civitatis Bristolii mercatorem asserentem se dominum et proprietarium navis vocate the Flyinge Dragon portus Bristolii predicti ac apparatusum et ornamentorum et tormentorum ejusdem annis et mensibus in hac parte allegatis eorumve annorum et mensium uno sive aliquo prout dominum et proprietarium ejusdem

navem predictam ad aliorum bona capienda in usum dicti Willelmi Walton ac capitanei et cibariorum ac nautarum navis predictæ ad mare emisisse annisque et mensibus predictis eorumve uno sive aliquo Gasparum Norris capitaneum ac nautas ejusdem ac eorum complices in navi predicta the Flyinge Dragon existentes et cum eadem duas naves cum bonis et mercibus ad confederatos et amicos regie majestatis et hujus regni Anglie respective oneratas unam navem regni Scotie ac alteram vocatam the Unicorn of Danske vi aggressi sunt et invaserunt ac magistros navium predictarum de mercibus et bonis predictis in eisdem respective oneratis piratice et felonie¹ vi et armis cepisse et spoliasse bonaque quamplurima in eisdem respective navibus existentia ad valorem mille librarum legalis monete Anglie extendentia in eorum usum felonie et piratice convertisse et applicuisse Dictumque Gasparum Norris et alios ejusdem navis nautas criminis predicti reos fuisse convictos et adjudicatos pronunciamus decernimus et declaramus Quocirca dictam navem vocatam the Flyinge Dragon et apparatus et accessiones ejusdem fuisse et esse de jure forisfactam et confiscatam et ad dictum dominum magnum Admirallum Anglie notorie et respective spectasse et pertinuisse et sic spectare et pertinere debere eciam pronunciamus decernimus et declaramus Prefatumque Willelmum Walton in expensis . . . (*condemnation in common form*)

THO. CROMPTON

JUL. CÆSAR

ROSSOW c. SIR FERDINAND GORGES.

A.D. 1598 File 66, No. 71. Sentence for restitution of a ship bought by Gorges from the High Admiral. The ship had been taken possession of at sea by salvors as a derelict; her master and crew, thinking that the salvors' ship was a Moorish corsair, had left her in order to get assistance from the shore; when they returned with help she had been carried off by the salvors and could not be found. See *ibid.* (libel) No. 124. See also Add. MSS. Br. Mus. 15,208, fo. 462, a letter from the Admiral (Nottingham) to Cæsar saying that he had sold this ship to Gorges for £500, but had not warranted title.

. . . Idcirco nos Julius Cæsar . . . (*common form*) . . . prefatos Johannem Rossow Henricum Van Reeden Joachinum Rieke Johannem Tidman Johannem Wollison et Gasparum Deemer libellatos anno et mensibus in hac parte libellatis dominos et proprietarios et legitimos possessores navis libellate appellate the White Horse de Dansick ejusque apparatus ornamentorum et accessionum omnium et singulorum ac incolas et inhabitantes dicti oppidi de Dansick fuisse et esse proque talibus communiter reputatos Dictumque oppidum

¹ Sic.

de Dansick et inhabitantes fuisse et esse in federe et amicitia cum serenissima domina nostra Regina ejusque subditis firmiter conjunctos proque talibus communiter reputatos. Dictamque navem the White Horse annis et mensibus libellatis nonnullis bonis mercibus et merimoniis a dicto portu de Dansick ad portum de Genua in partibus Italie in dicta navi transportanda infra dictum portum de Dansick oneratum fuisse et ad mare sub regimine et prefectura dicti Gaspari Deemer emissam fuisse. Dictumque Gasparum Deemer ejusdem navis the White Horse pro viagio instituto predicto fuisse magistrum sive navarchum constitutum proque tali communiter reputatum. Dictumque Gasparum Deemer anno et mensibus predictis cum eadem navi the White Horse et oneracione sua predicta a dicto portu de Dansick decessisse et cursum suum marittimum portum eversionis sue versus aliquamdiu vela fecisse. Dictamque navem the White Horse super alto mari in cursu suo marittimo (ut prefertur) existentem his per piratas Gallicos et semel per Anglos a quibusdam suis velis et aliis ad res nauticas necessariis spoliata et postea dimissam fuisse. Prefatumque Gasparum Deemer racione premissorum sive comparacione velorum aliarumque rerum a quibus dicta navis ut prefertur spoliata fuit viagium institutum predictum perimplere haud potuisse eamque ob causam portum de St Lucar in partibus Hispanie ad dicta necessaria emenda adire in animo habuisse ac dictum portum versus cursum suum instituisse. Dictumque Gasparum Deemer cum navi predicta the White Horse caput Sancte Marie prope accedentem navem quandam et naviculam velis remisque iter suum facientes (quarum magistros et nautas prefatus Deemer et seu Mauros seu Turcos fuisse existimabant) iter suum marittimum dictam navem the White Horse versus instituentes conspexisse ac timeret se nautasque suos in dicta navi the White Horse existentes nullam cum eadem navi racione premissorum evasionis spem habentes per dictos homines in navi et navicula predicta existentes quos Mauros seu Turcos esse ut prefertur existimabat capiendos fore et in servitutem perpetuam mittendos a dicta navi the White Horse decessisse et in cimba seu schapha sua ad portum de Tavila¹ auxilium petitorios fugisse et applicuisse eamque in dicta navi reliquisse. Dictumque Gasparum Deemer infra dictum portum de Tavila in continente post fugam et discessum suum predictum e navi predicta naviculam quandam et auxilium triginta virorum armatorum ad dictam navem suam the White Horse denuo inveniendam et recuperandam petuisse.

¹ Sic.

returned to or near to the place where he had before left his said ship, the 'White Horse,' and searched for his ship for two whole days, according to lawful proofs in this behalf heretofore judicially had and made before Us; And We pronounce, decree, and declare, that the said ship (which he, Deemer, and his companions thought was a Turkish ship) was an English ship, and that Grimsby, in the libel mentioned, was the captain or master of the same English ship; And that the said boat making her way under sail and oars (as aforesaid) was a certain caravel before captured by the said Grimsby; and that the said Grimsby and his companions on board the English ship and the aforesaid caravel, or some of them, within nine, eight, seven, six, five, or four hours after the departure and flight aforesaid of the said Gaspar Deemer and his companions from the said ship, the 'White Horse,' went on board her, and there found the dog left in her by the said Deemer as aforesaid, and afterwards brought the said ship, the 'White Horse,' to the port of Plymouth; And that the said ship, the 'White Horse,' together with the apparel and furniture belonging to her at the time of her capture, came to the hands and possession of the said Sir Ferdinand Gorges, Knight; And that the true value of her and her apparel and furniture, at the aforesaid time when the aforesaid Captain Grimsby and his companions went on board her, and at the time when she came to the hands and possession of the aforesaid Sir Ferdinand Gorges, notoriously amounted and amounts to the sum or amount of £400 of lawful English money; And that the said Sir Ferdinand Gorges, Knight, was duly required by and on behalf of the said plaintiffs to restore and deliver back to the plaintiffs in this behalf, or to their party, the said ship, the 'White Horse'; Wherefore by this Our diffinitive sentence . . . (*common form*) . . . We pronounce, decree, and declare, that the same Sir Ferdinand Gorges, Knight, ought of right to be condemned to restore and deliver back to the plaintiffs in this cause, or to their party, the said ship, the 'White Horse,' and her apparel and furniture aforesaid, if they are in existence, and, if not, that the same Ferdinand Gorges ought of right to be condemned in the true value of the same, which value, We pronounce and adjudge, extended and extends to the sum of £400 of lawful English money, and in the lawful costs incurred and to be incurred by and on behalf of the said plaintiffs in this cause, to be paid to the plaintiffs or to their party . . . (*condemnation in common form*)

THOMAS CROMPTON

JULIUS CÆSAR

TRAPPES c. THE 'CHRISTOPHER,'

A.D. 1598 File 66, No. 54. First decree against ship for salvage. The ship grounded on the foreshore of the Thames, in the manor of Bermondsey, and was derelict.

In dei nomine Amen Coram . . . (*common form*) . . . pars proborum virorum Hugonis Trappes et Rowlandi Trappes balivorum manerii de Barmondsey contra et adversus navem quandam vocatam the Christofer of Kirkary vel quocunque alio nomine¹ ejusque apparatus et ornamenta omnia et singula ad quosdam Willielmum Scott et Edwardum Fenn spectantia et pertinentia nuper auctoritate hujus curie arrestata ac contra et adversus memoratos Willielmum Scott et Edwardum Fenn in specie necnon contra et adversus quemcunque alium sive quoscunque alios pro interesse quolibet in dicta nave ejusque apparatibus intervenientes in genere per viam querele . . . (*in common form*) . . . in jure proponit Quod predicta navis vocata the Christofer of Kirkary soluta et absque custodibus fluctuavit et vagabatur super rivo Thamesis et tandem reposita et locata fuit intra fluxum et refluxum maris intra libertates predicti manerii et ibidem remansit per spacium trium annorum ultimo elapsorum et ultra Et quod pro custodia et commercatione¹ dicte navis ibidem tempore predicto et aliis damnis summa decem librarum legalis monete Anglie antedictis Hugoni Trappes et Rolando Trappes fuit et est debita Quodque predicti Hugo Trappes et Rowlandus Trappes spem aliam . . . (*arrest of ship and prayer for possession in common form*)

JO. HONE

JUL. CESAR

FLEMINGE c. THE 'HADDOCKE,' CRABB INTERVENING.

A.D. 1599 File 67, No. 150. Sentence condemning the 'Angel' for money lent on bottomry; File 66, No. 95, libel.

. . . Idcirco Nos Julius Cesar . . . (*common form*) . . . navem in hac causa arrestatam et libellatam appellatam the Shellfishe alias the Haddocke of Horne alias the Angell anno et mensibus in hac parte libellatis in rivo Thamesis intra jurisdictionem curie domine nostre regine sue Admirallitatis Anglie fuisse et extitisse ac Petrum Willemson tunc magistrum ejusdem navis fuisse et extitisse eidemque prefuisse dictamque navem ad viagium seu navigacionem

¹ Sic.

faciendam a portu Londonie ad portum de Youghall in Hibernia et inde ad Canariarum insulas locatam et dimissam fuisse in anno libellato in hac causa . . . ad instruendum dictam navigacionem et in usum dicte navis et navigantium in eadem predictum Petrum Willemson pecunias quasdam ac alias res necessarias in usum ejusdem navis a predicto Egidio Flemingie accepisse et habuisse periclitandas super casu et fortuna dicte navis et viagii predicti Dictumque Petrum Willemson dictam navem in hac causa arrestatam et libellatam ypothecasse et obligasse predicto Egidio Flemingie pro solucione summe quadraginta quinque librarum legalis monete Anglie intra spacium octo dierum post appulsum dicte navis apud insulas Canariarum seu immediate postquam dicta navis derelinqueret navigacionem predictam a portu Londinensi ad portum de Youghall et ab illo portu ad insulas Canarias intentatam Dictamque navem citra ypothecam predictam factam et interpositam viagium predictum salvo perim-plevisse seu saltem perficere potuisse aut eandem navigacionem dimisisse reliquisse et destituisse pronunciamus decernimus et declaramus Predictam igitur navem in hac causa arrestatam et libellatam cum suis apparatibus et ornamentis predictis predicto Egidio Flemingie summam quadraginta quinque librarum predictam ante arrestum et tempore arresti in eandem navem in hac causa facti debuisse et debere et pro solucione dicte summe ypothecatam et obligatam fuisse et esse . . . (*the sentence goes on to state the arrest of ship; citation of Flemingie and others in general; intervention of Crabb with sureties; condemnation of Crabb in £45 and costs*)

THO. CROMPTON

JUL. CÆSAR

LE FORT c. LE FORT.

A.D. 1599 File 67, No. 181. Sentence for the amount due upon a bill of exchange, drawn by the defendant upon Prince Dombes and payable to Ingram and another at Rennes, being the price of war material shipped by the plaintiff to Jersey upon the defendant's order; libel, File 66, No. 202.

In dei nomine Amen Auditis . . . inter Jacobum le Fort Brin Bault Gallum partem agentem sive querelantem ex una et Fraunciscum le Fort partem ream sive querelatam partibus ex altera . . . Idcirco nos Julius Cesar . . . (*all in common form*) . . . prefatum Jacobum le Fort Brin Bault¹ et quendam Jacobum le Fort ejus filium annis et mensibus in hac parte libellatis eorumve uno sive aliquo

¹ Jacques le Fort 'dit Brin Bault'; see François le Fort to Cecil, S.P. Dom. Elia. a letter dated September 4, 1597, from Vol. cclxiv, No. 107.

in the parts of Brittany in France, for the aforesaid François le Fort and for Guillaume Michelott, Michael Trembleis and Daniel le Fevre, also merchant strangers then dwelling in the city of London ; And We pronounce, decree, and declare, that the said François le Fort, Guillaume Michelott, Michael Trembleis, and Daniel le Fevre, the aforesaid merchant strangers, in the years and months aforesaid, or in some or one of them, within the port of London, loaded or caused to be loaded in a certain ship called the ' Nicholas ' of London, whereof was captain one John Stronge, certain goods, wares, and merchandises, and particularly gunpowder, bullets, and other munitions of war, to be carried from thence by sea to the aforesaid island of Jersey, and there delivered to the aforesaid Jacques le Fort Brin Bault ; And that the said goods, wares, and merchandises, [so] laden in the aforesaid ship, the ' Nicholas,' as aforesaid, in the years and months libellate, or in some or one of them, came safely to the island of Jersey, and to the possession of the said Jacques Brin Bault ; And that the said Jacques le Fort Brin Bault, in the years and months aforesaid, or in some or one of them, by the order of the said merchants, paid, discharged, and satisfied, the freight and other charges due and owing for the carriage of the said goods ; And that the freight and charges for the carriage of the said goods, wares, and merchandises, paid by the said Jacques Brin Bault in that behalf, amounted and amount to the sum or amount of £126 19s. 8d. of good and lawful English money, according to the judicial admission of him François le Fort and other proofs elsewhere had and made in that behalf before Us ; And We also pronounce, decree, and declare, that, according to the judicial admission of him, François le Fort before Us in this behalf had and made, the aforesaid François le Fort, for himself, and the said William Michelott, as well as for the said Michael Trembleis and Daniel le Fevre, merchant strangers aforesaid, in the years and months aforesaid, or in some or one of them, drew a certain bill of exchange, for the payment of the sum of 4000 French gold crowns at Rennes, in Brittany, to William Ingram and John Mole, who were then at the camp of the honourable Sir John Norris, Knight, at Chatillon ; And that he afterwards sent the same bill, so drawn [as aforesaid], to the town of Rennes ; And that he took upon himself and promised to pay the said sum of 4000 crowns at Rennes aforesaid to the aforesaid William Ingram and John Mole, pursuant to the said bill of exchange ; And that the aforesaid bill of exchange for the payment of the said sum of 4000 crowns was consigned to the illustrious Prince Dombes, and came to the hands of the said Prince ; And that the aforesaid Prince

Dombes promised to pay the said sum of 4000 crowns to the aforesaid William Ingram and John Mole; And We pronounce, decree, and declare, that according to the admission of him, François le Fort, heretofore before Us judicially in this behalf had and made, the aforesaid Jacques le Fort, the son of the aforesaid Jacques le Fort Brin Bault, in the years and months in this behalf libellate, or in some or one of them, was staying in the camp at Chatillon, in the parts of France; And that the said illustrious Prince Dombes delayed payment of the said sum of 4000 crowns, after the receipt of the bill of exchange addressed to him as aforesaid; And that the aforesaid François le Fort, by reason of the premises, [and] in order that his own and the other merchants' credit in those parts should not be injured, sent his letters missive to the aforesaid Jacques le Fort, the younger, and urgently requested him to repair from the camp at Chatillon, where he was staying, to the town of Rennes, and there provide for the payment to the aforesaid William Ingram and John Mole of the said sum of 4000 crowns; And that the said Jacques le Fort, the younger, after receiving the said letters missive, and by reason thereof, and in order to fulfil the request therein contained, departed from the aforesaid camp, and journeyed towards the town of Rennes aforesaid, and in his way to the town of Rennes was taken prisoner by the French Leaguers, and was afterwards kept in captivity at Fougères, for two whole years or thereabouts; And that his aforesaid captivity happened by reason of the letters missive so received by him as aforesaid from the aforesaid François le Fort, and on account of the journey he had undertaken to fulfil the request contained in them; And we pronounce, decree, and declare, that, according to the judicial admission of him, François le Fort, heretofore in this behalf had and made before Us, the aforesaid Jacques le Fort Brin Bault expended and laid out for the necessities of the said François le Fort, his son, whilst he was kept in prison, and for his liberation from the said prison, the sum of £195 3s. of lawful English money; And that, by reason of the imprisonment of his aforesaid son and the stoppage to his business, he suffered loss to the amount and sum of £120 of lawful English money; And that the aforesaid François le Fort, Guillaume Michelott, Michael Trembleis, and Daniel le Fevre, owed to the same Jacques le Fort Brin Bault, for their factorage, the sum of £141 of lawful English money; And that the aforesaid Jacques le Fort Brin Bault has received and had from the said François le Fort Brin Bault, and the other French merchants aforesaid, of the aforesaid respective sums, the sum of £201 12s. 5d.

Dictumque Fraunciscum le Forte ad solvendum Jacobo le Fort Brin Bault residuum pecuniarum summarum per eum (ut prefertur) expositarum et sibi debitarum ex parte dicti Jacobi le Fort Brin Bault requisitum fuisse seque promptum et paratum ad solvendum virilem seu quartam partem pecuniarum predictarum eidem Jacobo le Forte Brin Bault fuisse et esse sed realiter nullam summam obtulisse aut penes Registrarium hujus curie deposuisse juxta ipsius Frauncisci le Forte judiciale confessionem alias coram nobis in hac parte habitam et factam pronunciamus decernimus et declaramus Quocirca partem antedicti Frauncisci le Fort ad solvendum et prestandum prefato Jacobo le Fort Brin Bault virilem suam seu quartam partem summarum pecuniarum predictarum in hac parte per dictum Fraunciscum le Forte debitarum et non solutarum condemnandum fore de jure debere Quam quidem virilem seu quartam partem summarum pecuniarum predictarum ad summam nonaginta quinque librarum septem solidorum et sex denariorum legalis monete Anglie juxta confessionem judicalem antedicti Frauncisci le Fort in hac parte (ut prefertur) coram nobis habitam et factam extendisse et extendere pronunciamus decernimus et declaramus Partemque predictam antedicti Frauncisci le Forte . . . (*condemnation in £95 7s. 6d. and costs in common form*)

Jo. HONE

JUL. CÆSAR

PARKINSON c. PITT.

A.D. 1599 File 67, No. 98. Sentence condemning Pitt, intervening for three-fourths of the 'Amity,' in £200 due from Mershier, her owner, to Parkinson, or in such less sum as the value of the three-fourths shall, upon appraisement, amount to.

. . . Idcirco Nos Julius Cæsar . . . (*in common form*) . . . prefatum Johannem Mershier annis et mensibus libellatis aut eorum mensium et annorum quolibet pluribus uno sive aliquo fuisse dominum et proprietarium trium partium navis predictæ vocatæ the Amity alias the Starr ac apparatusum et ornamentorum ejusdem ad eandem spectantium in quatuor partes dividende proque tali fuisse communiter dictum tentum habitum et reputatum ac navem predictam pro porcionibus suis predictis propriis suis sumptibus et impensis fabricari et edificari fecisse et procurasse Necnon dictum Johannem Mershier ex quodam contractu civili et marittimo dicto Jacobo Parkinson in summa ducentarum librarum legalis monete Anglie obnoxium et indebitatum fuisse et esse pronunciamus decernimus et declaramus Necnon dictum

Jacobum Parkinson nullam aliam habentem spem recuperandi debitum predictum seu summam predictam nisi per arrestacionem dicte navis igitur eandem navem seu potius tres partes (ut prefertur) dicte navis ac apparatusum et ornamentorum ejusdem ad prefatum Johannem Mershierspectantes infra fluxum et refluxum maris atque jurisdictionem domini magni Admiralli Anglie atque apud eandem navem dictum Johannem Mershier ad respondendum eidem Jacobo in causa civili et marittimo auctoritate curie predictae arrestari fecisse et procurasse Dictumque Willielmum Pitt pro interesse suo in hac causa intervenisse ac defensionem hujus cause in se suscepisse ac caucionem fidejussoriam de respondendo actioni in hac causa mote deque judicio sisti ac judicato cum expensis solvendo quoad valorem navis antedictae ac apparatusum et ornamentorum ejusdem interposuisse etiam pronunciamus decernimus et declaramus Prefatum igitur Willielmum Pitt in dicta summa ducentarum librarum legalis monete Anglie quoad valorem trium partium dicte navis ac apparatusum et ornamentorum ejusdem ad dictum Johannem Mershier spectantes (si dicta navis extiterit) ac dictas tres partes navis antedictae ac apparatusum et ornamentorum ejusdem (facta inde appreciatione) ad dictam summam ducentarum librarum extendere constiterit Et casu quo dicte tres partes navis ac apparatusum et ornamentorum ejusdem non extiterint nec ad valorem ducentarum librarum extenderint eundem Willielmum Pitt in tali et tanta summa quoad valorem dictarum trium partium navis antedictae ac apparatusum et ornamentorum ejusdem ad dictum Mershier (ut prefertur) spectantium qualis et quanta per nos imposterum in executione sentencie nostre hujusmodi liquidabitur condemnamus Eundemque Willielmum Pitt ad solvendum seu satisfaciendum dicto Jacobo Parkinson seu parti sue rem adjudicatam cogendum et compellendum fore sicque cogi et compelli de jure debere pronunciamus decernimus et declaramus per hanc nostram sententiam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in his scriptis

JO. HONE

JUL. CESAR

HILL c. HOLMAN.

A.D. 1600 File 68, No. 226. Sentence condemning Holman in damages for warning Whitbrook, master of the 'Thomas,' to escape the arrest, which Hill and others were about to execute upon him, for non-payment of wages due to them for services on board the 'Thomas.' A writ of *habeas corpus* was afterwards sued out of the Queen's Bench by Holman, dated Feb. 8, 1601;

see File 66, No. 125, and Lansdowne MSS. Br. Mus. 142, fo. 95. The original is much altered and interlined.

. . . Idcirco Nos Julius Cæsar . . . (*stating that £81 was owing to Hill by Whitbrook, master of the 'Thomas,' for his services as pilot, and £52 for currants belonging to him on board the 'Thomas,' and that further sums were owing to Hollett and Douglas for services of their apprentices or servants on board the 'Thomas'*) . . . Necnon eciam dictos Johannem Hill Robertum Hollett et Johannem Dowglas ante hanc litem motam cum warranto et apparitore nostro legitime constituto animo arrestandi et sistendi dictum Whitbrook ad navem in qua dictus Hugo Whitbrook ad anchoras residebat et existebat accessisse dictoque Digorio Holman propositum suum notum fecisse dictosque actores seu eorum partes ad navem in qua dictus Whitbrook (ut prefertur) existebat animo eum arrestandi accessisse Dictumque Digorium Holman prudentem scientemque dictum Whitbrook fugere fecisse quem alioquin actores predicti seu eorum partes sistere et arrestare potuissent et voluissent eciam pronunciamus et declaramus Unde ex causis premissis et in libello in hac causa dato specificatis prefatum Digorium Holman tam in summa predicta octoginta et unius librarum pro mercede et salario dicti Johannis Hill quoad officium pilati antedicti debita necnon in summa quinquaginta et duarum librarum legalis monete Anglie pro uvis Corinthianis predictis quam in summa predicta viginti duarum librarum et decem solidorum pro servicio prefati Edwardi Watson in officio Mesonaute Anglice Botswaine in navi predicta ratione dicti sui officii prefato Roberto Hollet debita Necnon eciam eundem Digorium Holman in summa in execucione sentencie nostre liquidanda dicto Johanni Dowglas ratione famulorum suorum predictorum servicii in dicta navi the Thomas debita et eisdem Hill Hollett et Dowglas seu eorum partibus respectivis solvendis condemnamus Dictumque Digorium Holman . . . (*condemnation in common form*)

Jo. HONE

JULIUS CÆSAR

CRAMPTON c. BONA COBRETH.

A.D. 1600 File 68, No. 188. First decree against wages due to a seaman, for damage to cargo by his negligence.

In dei nomine Amen Coram . . . (*common form*) . . . pars probe et honeste mulieris Sare Crampton de Radcliff in comitatu Middlesexie vidue relicte et administratricis bonorum jurium et creditorum Rogeri Crampton defuncti contra et adversus omnia et singula bona res merces mercimonia pecuniarum summas nomina et debita quecunque

ad Willelmum Cobreth ratione servicii sui in navi vocata the Handmaide in manibus et possessione Johannis Ady de Blackwall auctoritate hujus curie arrestata et attachiata ac contra eundem Willelmum Cobreth in specie ac omnes alios et singulos in genere . . . (*common form*) . . . in jure proponit Quod dicta Sara Crampton damnificata fuit et est ac damnum habuit et passa est per dictum Willelmum Cobreth ac ejus mediis procuracione et maleficiis usque ad summam centum librarum legalis monete Anglie Unde dicta Sara nullam aliam habens spem recuperandi . . . (*arrested the wages of Cobreth and prays to be put into possession, in common form*)

JUL. CÆSAR

COUGHAM c. KINDT.

A.D. 1600 File 68, No. 180. Sentence condemning Kindt to repay to the plaintiff, his co-owner, half the sum recovered by Kindt from the King of Denmark, as compensation for the seizure by the King's officer of a ship and cargo of fish, which had been left for the winter season in Iceland; see also File 66, No. 102; File 67, No. 182.

. . . Idcirco Nos Julius Cesar . . . (*common form*) . . . prenommatum Johannem Cougham¹ et Adamum Kindt seniore annis domini libellatis mensibusque in eisdem annis concurrentibus dominos et proprietarios equales fuisse cujusdam navis appellate the Providence of Wells oneris septuaginta doliorum apparatusumque et ornamentorum quorumcunque ad eandem navem spectantium et pertinentium proque talibus communiter reputatos fuisse et esse Dictosque Johannem Cougham et Adamum Kindt seniore annis et mensibus libellatis aut eorum pluribus uno sive aliquo iter navale pro piscibus capiendis in partibus Islandie et ad partes Anglie adducendam mutuo eorum consensu instituisse atque navem predictam cum nautis alimentis omnibusque aliis necessariis pro expeditione ejusdem itineris seu viagi mutuis suis sumptibus preparasse Posteaque eandem navem sic preparatam ad partes Islandie misisse et ad portum ibidem vulgariter appellatum Priests Bay eandem salvo appulisse Atque post appulsum hujusmodi eandem navem piscibus ibidem captis oneratam fuisse atque cum dicta oneracione sua versus Angliam redituram in portu predicto casualiter elisam in scopulum graviter ruptam eaque ratione ad littus vel locum tutum resarciendi gracia in eodem portu reductam fuisse Posteaque quia tempus hibernale appropinquabat magistrum nautasque in eadem nave existentes quia tempore opportuno et suffi-

¹ Qy. Congham.

same ship in time and sufficiently for the transportation of her cargo, the master and seamen on board her, leaving the same ship, together with her lading, in the charge of one Robert Billet and another, a boy, who were to take charge of her and her apparel and furniture and the aforesaid fish laden on board her, returned to England in other English ships, which were then sailing to England; And We pronounce, decree, and declare, that, after the departure of the master and mariners aforesaid, a certain officer in the said island seized the same ship, and the apparel and furniture and goods on board her, as derelict, for the use of the King of Denmark, and drove the aforesaid Robert Billet and the boy out of possession of the same; And that, afterwards, the said John Cougham and Adam Kindt, the elder, set forth the said Adam Kindt, the younger, to the King of Denmark to get redress for the damages sustained by them in that behalf; And that the same Adam Kindt, the younger, afterwards received and had all and singular the goods, things, and sums of money, contained and specified in a certain schedule annexed to these presents, (which schedule We deem, and order to be deemed, as here read and inserted), in satisfaction of the damages and [loss of] interest of the same John Cougham and Adam Kindt, the elder, and for their common and equal use and benefit; And that, nevertheless, he [Adam Kindt, the younger] disposed of the same at his will, and delivered and applied no part thereof to the said John Cougham or to his use; And that the same goods, things, and sums of money, amounted and amount to the several sums of lawful English money specified in the same schedule; And, therefore, We decree that the said Adam Kindt, the younger, ought to be condemned in, as well one half of the goods, things, and sums of money, aforesaid, amounting to the sum of £200 of lawful English money, to be paid to the aforesaid John Cougham, as also in the lawful costs incurred and to be incurred in this behalf by and on behalf of the said John Cougham; And that, being so condemned, he ought to be obliged and compelled to make effectual payment of the same, and also of the costs aforesaid, to the said John Cougham, or to his party; And We pronounce that the caution or bail heretofore put in on behalf of the said John Cougham in this behalf ought to be released, and by this Our diffinitive sentence We release the same accordingly . . . (*in common form*)

THOMAS CROMPTON

JULIUS CÆSAR

FISHER c. REDHEAD.

A.D. 1600 File 68, No. 167. Protest of appeal from a sentence of the Vice-Admiral of York condemning three-fourths of the 'Chancewell' as deodand to the Admiral, because of Robert Birde having fallen overboard from her, when at anchor in the Ouse. *Ibid.* No. 72 is the sentence of the High Court reversing that of the Vice-Admiral; see also *ibid.* Nos. 72, 100, 166, 170. There is a similar protest of appeal and sentence as to the remaining one-fourth of the 'Chancewell,' belonging to one Middleton; see *ibid.* Nos. 74, 75 (sentence), 78, 100, 101, 151, 164, 165, 167, 170.

In dei nomine Amen Per presens publicum instrumentum cunctis appareat . . . quod cum Robertus Redhead armiger se pro deputato vice Admiralli comitatus Eboraci gerens prefatum Johannem Fisher pretextu officii sui pretensi contra quandam navem fluvialem seu cimbam vulgariter vocatam the Chauncewell of Yorke ac contra eundem Johannem Fisher dominum sive proprietarium trium partium seu quateriarum ejusdem promotor in jus vocasset ac libellum sive articulos de jure nullum seu nullos minimeque concludentes porrexisset et objecisset et licet dictum libellum seu articulos predictos sufficienter non probasset nec intencionem suam in eodem sive eisdem deductam aliquatenus fundasset nec aliquem juris ordinem in processu suo contra eundem Johannem Fisher observasset premissis tamen non obstantibus dictus Robertus Redhead armiger perperam nulliter et inique procedens ac in rem suam jus dicens ac parti sue seu officii sui pretensi predicti plus equo favens sentenciam quandam diffinitivam contra prefatum Johannem Fisher tulit legit et promulgavit in qua non solum omnia et singula deodanda seu bona quecunque quorum corpore et motu aliquem subditorum domine nostre Regine infra fluxum et refluxum maris seu aque ad plenitudinem infra jurisdictionem domini magni Admiralli Anglie submergi contingit ad dominum magnum Admirallum Anglie modernum spectasse et pertinuisse et sic spectare et pertinere pronunciavit decrevit et declaravit sed etiam quandam Robertum Birde in dicto libello sive articulis mencionatum in navi seu cimba predicta existentem in rivo de Owse libellato infra fluxum et refluxum maris et aque ad plenitudinem in motu continuo illius aque ab eadem cimba et corpore ejusdem movente (cum revera dicta cimba tunc temporis movens non esset sed sub anchora fixa firma stabilis et quieta remanens fuisset) ejectum fuisse in rivum predictum et tunc et

and was then and there drowned and met his death ; And further pronounced, decreed, and declared that the said John Fisher, who intervened for the said three parts and quarters of the aforesaid ship or boat, and that the same three quarters of the same boat, together with all the apparel and furniture of the same, ought to be condemned to the said high Admiral of England (whereas in truth they ought not to be so condemned) and condemned them in fact, (whereas in law he could not), to the use, as he pretended, of the Lord High Admiral of England, but in truth, as he intended, to his own use, if they were in existence, and, if not, he condemned [the said John Fisher] to pay the sum of £75 to the use aforesaid . . .

RAYLESTONE c. GUERSON.

. . . Therefore We, Julius Cæsar, . . . pronounce, decree, and declare, Anthonius Guerson to be burgomaster of the town of Calais, and a merchant of good repute and credit, and a true and faithful subject of the Most Christian King of the French, that now is, and to be commonly reputed as such ; And that the said king, and his subjects, were and are most straitly leagued and joined in alliance and amity with her Majesty the queen of England aforesaid ; And that the ship, [formerly] called the ‘ Edward ’ of Hull, and now called ‘ La Fortune ’ of Calais, was, upon the high sea, in warlike manner attacked [and] captured by subjects of the king of Spain, namely by the captains, soldiers and inhabitants of the town of Dunkirk, being enemies of our aforesaid lady the queen ; And that she was by them, by right of war, taken possession of and wholly captured from her English [crew] ; And that she was thereupon and now is adjudged in the court of Admiralty of Dunkirk to be lawful prize ; And we pronounce, decree, and declare, that, after the premises, the said ship, with her furniture and apparel, was by the authority of the officer there, sold to one Jacob La Beque, merchant of Dunkirk, aforesaid, and that possession of her was and is delivered to the same Jacob ; And that, afterwards, the said Jacob La Beque, according to the custom and practice of merchants, and in the way of merchandising, sold the same ship, with her apparel and furniture, to the aforesaid Anthonius Guerson, for the sum and price of 250 gold crowns of France ; And that he delivered possession of her, with her said

cum dictis suis apparatu et ornamentis eidem Anthonio Guerson tradidisse eaque ratione eundem Anthonium Guerson in quieta possessione premissorum fuisse Eandemque navem post empionem predictam La Fortune de Callice nominasse ac ratione premissorum dominum proprietarium ac legitimum possessorem ejusdem navis cum ornamentis et apparatibus suis predictis fuisse et esse pronunciamus decernimus et declaramus Dictumque Anthonium Guerson citra empionem per eum (ut prefertur) factam summam quatuordecem coronatorum aureorum Francie et dimidium unius aurei coronati in et circa reparacionem et restauracionem dicte navis et alia necessaria ad eandem spectantia et pertinentia erogasse et exposuisse¹ Ideoque dictam navem ejusque apparatus et ornamenta omnia et singula modo premissis arrestata et in possessione dictorum Willielmi Rayleston et Richardi Burges existentia vel per eos disposita dicto Anthonio Guerson per Willielmum Raylestone et Richardum Burges restituenda fore debere si extant alioquin eosdem ad solvendum dicto Anthonio Guerson aut parti sue summam septuaginta novem librarum et septemdecem solidorum legalis monete Anglie pro precio et valore dicte navis et apparatus et ornamentorum suorum per eundem Anthonium erogato et soluto cogendos et compellendos fore debere pronunciamus decernimus et declaramus eosdemque . . . (*condemnation in common form*)

Jo HONE

JUL. CÆSAR

TAYLOR v. PENNINCKE.

A.D. 1602 File 69, No. 125 126. Sentence for non-delivery of a chest carried at the risk of the shipowner; Libel, File 68, No. 49.

. . . Ideirco Nos Julius Cæsar . . . (*common form*) prenommatum Vincentium Pennincke mensibus Januarii et Februarii anno domini millesimo sexcentesimo primo magistrum et navarchum cujusdam navis vocate the Hare portus Vlishengensis fuisse et esse curamque et regimen ejusdem pro viagio in eadem a portu Vlishingensi ad portum Londinensem faciendo in se suscepisse Prenominatumque Johannem Taylor mensibus predictis aut eorum uno apud portum Vlishingensem existentem quandam cistam Anglice a chest clausam et obseratam ac omnes et singulas res et rerum species et pecuniarum summas in schedula presentibus annexa mencionatas ad prefatum

¹ Words as to damages for wrongful arrest by the Admiralty Court are struck out.

as read and here inserted), to be carried from the port of Flushing to the port of London, and there delivered to the said John Taylor or to his assign; And that the said Vincentius Pennincke, for the freight of one shilling of lawful English money, took upon himself the care and custody of the same chest, and of all and singular the things and wares so deposited and being in the same chest, as aforesaid, at his own risk, as regards the safe and sure delivery thereof in the port of London, and that he undertook and faithfully promised to deliver to the same John Taylor, or to his assign, in the port of London, all and singular the things and wares in the said schedule mentioned as aforesaid; And that the value of the said chest and of all and singular the things and wares mentioned in the said schedule annexed to these presents as aforesaid amounted at the time of the loading of the same to the respective sums of lawful English money also mentioned and specified in the same schedule; And that the said Vincentius Pennincke, having been requested on behalf of the said John Taylor to duly restore and deliver the aforesaid chest, things and wares, in the port of London, to the same John Taylor, or to his party, or to make satisfaction to the same John Taylor for the premises, has refused or delayed to do so; Therefore We condemn the aforesaid Vincentius Pennincke to restore . . . (*condemnation in the value of the chest and in costs, in common form*) . . . [and] the party of the said Vincentius Pennincke renouncing [all] appeals in this suit, We assess and tax the said costs at the sum of £5 of lawful English money

THOMAS CROMPTON

JUL. CÆSAR

OFFICIUM DOMINI c. SADLER; THE 'FORTUNE.'

. . . Therefore We, Julius Cæsar, . . . proceeding duly and lawfully, according to the admission of the aforesaid Roger Sadler, pronounce, decree, and declare, that the same Roger Sadler, in the months of July, August, September, October and November, in the year of the Lord 1602, or in some one of them, was and is the owner

et proprietarium dicte navis the Fortune ac apparatusum accessionum et tormentorum suorum nuper arrestatorum ac in schedula presentibus annexa descriptorum Eandemque navem anno et mensibus predictis absque litteris represaliarum prius in ea parte obtentis nullaue caucione prius interposita ad maria ad predas capiendas preparasse armasse instruxisse et in navi predicta processum fuisse Prefatumque honorandum virum dominum comitem Nottingham fuisse et esse dominum magnum Admirallum Anglie ac ratione dicti officii sui ac vigore literarum patentium dicte serenissime domine nostre Regine sibi in ea parte concessarum ac penes Registrario hujus curie remanentium omnes et quascunque naves absque commissione et caucione in ea parte prius obtentis et interpositis ad maria ad predas capiendas emissas in usum ejusdem honorandi viri confiscatas fuisse et esse et in ejus usum disponendas Ideoque eandem navim the Fortune et accessiones ejusdem in schedula presentibus annexa¹ descriptas fuisse et esse confiscatas ac ut confiscatas in usum dicti domini magni Admiralli Anglie disponendas et tradendas pronunciamus decernimus et declaramus per hanc nostram sententiam sive hoc nostrum decretum quam sive quod ferimus et promulgamus in his scriptis

NY. STYWARDE
THO. CROMPTON

JULIUS CÆSAR

OFFICIUM DOMINI C. REYNOLDS, THE 'DIAMOND.'

A.D. 1602 File 69, No. 82. Sentence condemning as forfeited to the Admiral two privateers for spoiling friends' ships.

. . . Idcirco Nos Julius Cæsar . . . (*in common form*) . . . juxta confessiones ipsius Johannis Reynolds rite et legitime procedentes eundem Johannem Reynolds annis domini millesimo sexcentesimo primo et millesimo sexcentesimo secundo mensibusque in eisdem annis concurrentibus dominum et proprietarium unius medietatis navium respective predictarum vocatarum the Diamonde et the Endeavour et apparatusum tormentorum et accessionum earundem respective fuisse et esse Eandemque respective naves annis et mensibus predictis ac citra mensem Augusti millesimo sexcentesimo primo ad maria ad predas capiendas preparasse armasse instruxisse ac emisisse et quosdam Johannem Strongman Richardum Jolliffe et Willielmum Strongman capitaneos earundem navium ad separatas expeditiones maritimas cum eisdem respective proficiendas constituisse Dictosque capitaneos

¹ The schedule is annexed.

associates, upon the high sea, and in the years aforesaid, and in both of them, and since the month of August aforesaid, against the requirement of law in that behalf, committed and perpetrated certain piracies and depredations with the same ships, in the course of the aforesaid maritime expeditions, against the ships and goods of allies associated with our most serene lady, the Queen, in league and friendship ; And that the aforesaid lord, the Earl of Nottingham, was and is the Lord High Admiral of England, and by reason of his office, and by virtue of letters patent of our most serene lady the Queen granted to him in that behalf and remaining in the hands of the Registrar of this Court, all and singular ships perpetrating and committing spoils or depredations were and are confiscated to the use of the said honourable man, the Earl of Nottingham, to be disposed of to his use ; And, therefore, by this Our diffinitive sentence, or this Our final decree, which sentence or decree We pass and promulgate in this writing, We also pronounce, decree, and declare, that the same ships respectively called the 'Diamond' and the 'Endeavour,' and the apparel, furniture and gear of the same respectively, were and are confiscated, and, as so confiscated, ought to be disposed of to the use of the Lord High Admiral of England

JULIUS CÆSAR

blown into the sea; and that, after the merchants' factor had consulted with the master and crew, it was decided that the ship should be taken back to London. The sentence continues as follows:)

. . . Quodque secundum decretum predictum prefati magister et naute navem licet valde laceratam omnibus bonis mercibus et mercimoniis que per predictos mercatores in navem predictam Londini onerata fuerant onustam salvo in portu Londinense adduxerunt ibidemque eandem exoneraverunt mercatoribus predictis omnia sua bona respective salva tradiderunt et deliberaverunt omniaque fecerunt que quisquam eciam diligentissimus in tam periculo ancipiti et desperato negotio facere et excogitare potuerant¹ nec ullo modo per eodem magistrum nautas aut navem stetit quominus omnia concernentia viagium predictum plenarie et ad libitum mercatorum predictorum et prefatorum Johannis Williams et Willelmi Kendall factorum negotiorumque gestorum seu assignatorum ipsorum mercatorum perimpleressent si Johannes Williams ad navem predictam infra tempus predictum rediisset et declarasset quid in hac parte fieri voluisset Quocirca ratione premissorum predictos Robertum Savidge Thomam Ryddleston et Johannem Williams mercatores predictos ad solutionem pro naulo predicto medietatem² summe 168^{li} viz¹ predictus¹ Robertum Savidge ad solvendum summam 35^{li}² legalis monete Anglie predictę Thomam Ryddleston ad solvendum summam 24 lib 10^s³ legalis [monete Anglie¹ eciam predictę ac prefatum Johannem Williams [ad] solvendum eciam 24 lib 10^s³ legalis [monete Anglie]² predictę prefato magistro ad usum dominorum et proprietariorum navis predictę et nautarum predictorum condemnandos fore debere pronunciamus decernimus declaramus ac condemnamus Eosdemque mercatores in expensis legitimis . . . (*condemnation in common form*)

NY. STWARD.

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Sic

These words and figures are interlined

¹ These words have fallen out.

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FOUNDED 1887.

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* For further information on these Records, see the valuable and learned "Guide to the Principal Classes of Documents preserved in the Public Record Office," by S. R. SCARGILL-BIRD, F.S.A. (London: Eyre & Spottiswoode, 1891.)

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April 1897.

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March 1897.

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